

San Ysidro School District Governing Board

AGENDA

Thursday
November 12, 2015
4:30 p.m.

WELCOME

Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

Ocean View Hills School
4919 Del Sol Blvd.
San Diego

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, AUGUST 13, 2015
CLOSED SESSION: 4:30 p.m. – 6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Regular Meeting of the Governing Board was held on Thursday, August 13, 2015, with Closed Session held at 4:30 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

**FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR
COMMUNITY FACILITIES DISTRICT NOS. 1, 2 AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT**

MINUTES

1. **CALL TO ORDER** Who: President Martinez Time: 4:30 p.m.
2. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board
 - Mr. Antonio Martinez, President
 - Mr. Marcos A. Diaz, Vice-President- Arrived at 5:00 p.m.
 - Mr. Rodolfo Linares, Clerk
 - Mr. Jose F. Barajas, Member
 - Mrs. Luciana Corrales, Member
3. **PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**
 - None at this time.
 - Clerk Linares made the motion to recess to Closed Session, seconded by Member Barajas. The vote was unanimous.
4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:31 p.m. in accordance with section 54954.5 regarding:**
 - 4.1 **GOVERNMENT CODE SECTION 54957**
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT
 - 4.2 **GOVERNMENT CODE SECTION 54957**
PUBLIC EMPLOYMENT
Title: Principal
 - 4.3 **GOVERNMENT CODE SECTION 54957**
PUBLIC EMPLOYMENT
Title: Chief Operations Officer
 - 4.4 **GOVERNMENT CODE SECTION 54957.6**
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Amy Hunt, Director of Human Resources
Employee Organizations:
 - San Ysidro Education Association/CTA
 - California School Employees Association, Chapter 154
 - Unrepresented:
 - Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:00 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session.

1) **4.2** - The Board on a 5.0 vote appointed Lourdes Quezada, Principal, of La Mirada School

5. CALL TO ORDER Who: President Martinez Time: 6:00 p.m.

6. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

- Mr. Antonio Martinez, President
- Mr. Marcos A. Diaz, Vice-President
- Mr. Rodolfo Linares, Clerk
- Mr. Jose F. Barajas, Member
- Mrs. Luciana Corrales, Member

7. FLAG SALUTE led by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

8. CONFERENCE SESSION

Reports/Presentations

- 8.1 Solar Project Presentation
- 8.2 San Ysidro School District and Live Well San Diego Partnership
- 8.3 San Ysidro Bond Program Update

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Enrique Ortiz, SYMS ASB President, 1) Shared that SYMS regularly has special events and many positive things are happening. 2) Commented that the library needs books and the school band is in need of uniforms and instruments.

The Board and Superintendent asked Enrique Ortiz if he wanted to be Honorary Student Board Member.

Rosa Estevez & Son, 1) Shared concerns regarding the conduct and poor supervision of the Boys & Girls Club staff. 2) Mentioned that she has not seen any changes even though parents brought serious accusations against the Boys & Girls Club.

Guillermina Sandez, SYEA President, 1) Commented that she talked to parents about the Boys & Girls Club at her school and they are happy with the program. 2) Mentioned that she would like the Boys & Girls Club to be considered for approval.

Mary Ann Saponara, Retired Administrator, 1) Thanked the Board for appointing Nadia Aviles as Interim Principal at Smythe and praised her work. 2) Shared concerns regarding the safety at Smythe School and the PE program being out of compliance.

Beverly Lenard, Irma Huerta, Parents, 1) Shared concerns about not receiving notice that the After School Program provider was changing and asked the Board why parents were not asked for their input.

2) Commented that the YMCA supported students with camp and other activities. 3) A parent mentioned that her daughter was crying when she picked her up from the program and students were upset, being bullied and supervisors were not aware. 4) Commented that the YMCA did a very good job but the Boys & Girls Club needs more organization. 5) Shared concerns regarding the GATE Program and asked what was the purpose of identifying students if students were not receiving the benefits.

Joshepine Hamada, Retired Teacher, 1) Mentioned that the Boys & Girls Club is a great program for students in San Ysidro and staff understands academics, social skills and working with personnel. 2) Commented that Dr. Ikeda continues to think about the students of San Ysidro and shared the poem he wrote for Beyer. 3) Asked the Board to rebuild Beyer School so the poem written for San Ysidro could be honored.

Claudia Garcia, Parent, 1) Shared concerns about the Boys & Girls Club.

Michelle Krugg, Community Member, 1) Mentioned that the Boys & Girls Club are working with more than 300 students as well as working with partnerships with other agencies. 2) Commented that there are communication concerns with the Boys & Girls Club when scheduling meetings and should hire more staff.

Zenaida Rosario, Teacher, 1) Mentioned that there are concerns students are not learning English fast enough, well enough and teachers are not putting effort in teaching English. 2) Commented that she wants to know where the Board and District stand regarding the Dual Language Program.

Izcalli Casas, Parent, 1) Shared concerns about the Boys & Girls Club Program. Students are going home with writing on their bodies, scratches and their staff is not checking identification when students are released.

Mareni Cavazos, Parent, 1) Shared concerns about the GATE Program. 2) Mentioned that GATE students are not being supported.

Felipe Nuno, Parent and Community Leader, 1) Asked the Board to use common sense when deciding about the bonds. 2) Mentioned that when you change a program you have to change it for the better. 3) Asked the Board to listen to parents and community input when making decisions. 4) Mentioned that San Ysidro needs a library, not to rebuild Beyer School. 5) Commented that the Boys & Girls Club were not ready.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name and address.**

The public had the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board were asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern were encouraged to select a spokesperson to address the Board. A copy of the full agenda was available for view at the Superintendent’s Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysd.k12.ca.us

10. GENERAL ADMINISTRATION

10.1 MINUTES

The Board approved the minutes of the Regular Meeting of April 16, 2015.

Motion: Barajas Second: Linares Vote: Unanimous

10.2 RESOLUTION 15/16-3108 TO PROCURE COMPUTER LAPTOPS THROUGH A CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT #1-13-70-02B, SUPPLEMENT 4

The Board approved Resolution 15/16-3108.

Motion: Linares Second: Diaz Vote: Unanimous

10.3 RESOLUTION 15/16-3109 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONEYS

The Board approved Resolution #15/16-3109.

Motion: Linares Second: Diaz Vote: Unanimous

10.4 RESOLUTION 15/16-3602 OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 OF SAN YSIDRO SCHOOL DISTRICT APPROVING A FOURTH SUPPLEMENT TO THE AGREEMENT FOR PLEDGE OF SPECIAL TAXES

The Board approved Resolution 15/16-3602.

Motion: Diaz Second: Linares Vote: Unanimous

10.5 RESOLUTION 15/16-3603 OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 OF SAN YSIDRO SCHOOL DISTRICT APPROVING A THIRD SUPPLEMENT TO THE AGREEMENT FOR PLEDGE OF SPECIAL TAXES

The Board approved Resolution 15/16-3603.

Motion: Diaz Second: Linares Vote: Unanimous

10.6 RESOLUTION 15/16-3604 OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 OF SAN YSIDRO SCHOOL DISTRICT APPROVING A FOURTH SUPPLEMENT TO THE AGREEMENT FOR PLEDGE OF SPECIAL TAXES

The Board approved Resolution 15/16-3604.

Motion: Diaz Second: Linares Vote: Unanimous

10.7 WIRE TRANSFERS – USER ACCESS AUTHORIZATION

The Board approved Dr. Julio Fonseca, Superintendent as an additional authorized representative to have access to the Wire Administration and Request Portal.

Motion: Diaz Second: Linares Vote: Unanimous

10.8 APPROVAL OF CONFERENCE ATTENDANCE AND EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2015-2016 SCHOOL YEAR

The Board approved attendance for the Governing Board and the Superintendent to the following conferences and events: CSBA Annual Education Conference, CABE, Unity Conference 2015, Innovative Technology Academy and Individually Selected Conferences and the ABRAZO Awards for the 2015-2016 school year.

Motion: Linares Second: Barajas Vote: Unanimous

10.9 MEMBERSHIP FOR THE SUPERINTENDENT FOR SCHOOL YEAR 2015-2016

The Board approved membership fees for Julio Fonseca, Ed.D., Superintendent, for the 2015-16 school year to the Otay Mesa Chamber of Commerce at a cost of \$125.00.

Motion: Barajas Second: Linares Vote: Unanimous

10.10 GOVERNING BOARD MEMBERSHIP FOR SCHOOL YEAR 2015-16

The Board approved Governing Board membership for the 2015-2016 school year to the San Diego County School Boards Association at a cost of \$150.00.

Motion: Diaz Second: Linares Vote: Unanimous

10.11 PRINCIPAL’S EXCHANGE AGREEMENT

The Board approved the Professional Services Agreement with Principal’s Exchange.

Motion: Diaz Second: Linares Vote: Unanimous

10.12 APPROVAL OF THE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF SOUTH COUNTY

The Board approved/ratified the agreement with the Boys and Girls Club of South County for After School Education and Safety Program for 2015-16.

Motion: Linares Second: Diaz Vote: 4 Ayes - 1 Noe (C)

10.13 ACCEPTANCE OF STATEMENT OF INTEREST OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ON RE-OPENERS FOR 2015-2016

The Board accepted the Statement of Interest of California School Employees Association on re-openers for 2015-2016.

Motion: Linares Second: Diaz Vote: Unanimous

10.14 ACCEPTANCE OF STATEMENT OF INTEREST OF SAN YSIDRO EDUCATION ASSOCIATION ON RE-OPENERS FOR 2015-2016

The Board accepted the Statement of Interest of San Ysidro Education Association on re-openers for 2015-2016.

Motion: Barajas Second: Linares Vote: Unanimous

10.15 DISCUSSION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 1330 COMMUNITY RELATIONS USE OF SCHOOL FACILITIES

The Board discussed the Board Policy and Administrative Regulation 1330 Community Relations Use of School Facilities.

10.16 CHIEF OPERATIONS OFFICER EMPLOYMENT CONTRACT

The Board approved employment of Arturo Sanchez Macias, Chief Operations Officer and employment contract effective August 14, 2015.

Motion: Diaz Second: Linares Vote: Unanimous

11. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Items 11B.6 & 11B.8 for discussion and to be voted on separately.

Motion: Barajas Second: Linares Vote: Unanimous

11 A. CURRICULUM & INSTRUCTION

11A.1 ALTERNATIVE GOVERNANCE PLAN FOR LA MIRADA SCHOOL

The Board approved the Alternative Governance Plan for La Mirada School for the 2015-2016 school year.

11B. BUSINESS

11B.1 PURCHASING REPORT

The Board approved/ratified the purchase orders incurred by the district during the period July 8, 2015 through July 28, 2015 (Report #1): General Fund: A70000-A70071, A70073, A70076-A70089, A70115-A70116, A70130-A70131, A70137-A70139, A70145-A70148, A70150-A70156, A70158-A70173, A70177-A70184, A70186, A70189-A70199 / Cafeteria Fund: A70072, A70074-A70075, A70090-A70114, A70117-A70129, A70132-A70136, A70140-A70142, A70144, A70157, A70174-A70176, A70185, A70187-A70188 / Building Fund: A70149.

11B.2 EXPENDITURE REPORT

The Board approve/ratified expenditures incurred by the district during the period of June 29, 2015 through July 24, 2015. Listing sheets #648 through #662. Payments were made with checks #12-427577 through #12-431788 for a total expenditure of \$1,786,198.46.

11B.3 MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

The Board approved the Memorandum of Understanding with the Jewish Family Service to provide the Positive Parenting Program to children and families of the San Ysidro School District during school year 2015-16 at no cost to the District.

11B.4 PINWHEEL AGREEMENT

The Board approved the renewal agreement with First 5 San Diego’s SDCOE Quality Preschool Initiative (QPI) Program and Early Quality Systems, Inc. for fiscal year 2015-2016.

11B.5 INTERNSHIP AGREEMENT WITH BRANDMAN UNIVERSITY

The Board approved/ratified the Internship Contract Agreement with Brandman University.

11B.6 YMCA CAMP FACILITY USE AGREEMENT 2015-16 FOR 6TH GRADE CAMP - SUNSET SCHOOL

The Board approved the agreement with the YMCA of San Diego County for Sunset School’s sixth grade students to attend the 2015-16 Camp Marston/Raintree Ranch at an estimated cost of \$14,755.00.

Motion: Diaz Second: Linares Vote: Unanimous

11B.7 AGREEMENT WITH LIFETOUCH SCHOOL PORTRAITS

The Board approved the Agreement with Lifetouch School Portraits for school year 2015-16.

11B.8 CONSULTANT AGREEMENT FOR GATE FACILITATOR SERVICES

The Board approved/ratified the agreement with Janie Pontepirino, GATE Consultant/Facilitator in the total amount not to exceed \$2,500.

Motion: Corrales Second: Linares Vote: Unanimous

11B.9 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ARDOR HEALTH SOLUTIONS FOR 2015-2016

The Board approved/ratified the San Diego County Nonpublic Master Contract with ARDOR Health Solutions for school year 2015-2016 at an estimated cost of \$90,000 from the Special Education funds.

11B.10 AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION - QUALITY PRESCHOOL INITIATIVE PROGRAM (QPI) FOR 2015-2016

The Board approved the Agreement with the San Diego County Office of Education (SDCOE) - Quality Preschool Initiative (QPI) Program for fiscal year 2015-2016.

11B.11 AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS TO PROVIDE COMPENSATION FOR CONSULTING SERVICES ADDRESSING THE ISSUE OF EARLY CHILDHOOD OBESITY IN SUPPORT OF THE SAN DIEGO COUNTY’S *LIVE WELL, SAN DIEGO!* PROGRAM FOR 2015-2016.

The Board approved the Agreement with the San Diego County Superintendent of Schools to provide compensation for consulting services addressing the issue of early childhood obesity in support of the San Diego County *Live Well San Diego!* Program.

11B.12 AGREEMENT WITH VMA COMMUNICATIONS

The Board approved the Agreement with VMA Communications for school year 2015-2016 at a not to exceed cost of \$147,000.

**11C. PERSONNEL – CLASSIFIED
EMPLOYMENT**

The Board approve/ratified employment for the following as recommended by staff:

11C.1 Chief Operating Officer: Arturo Sanchez-Macias effective August 14, 2015

11C.2 Noon Supervisors : Arian Canale, Michelle Hernandez, Jack Shropshire & Irsya Venegas effective August 14, 2015

11C.3 Substitute Instructional Aides : Maria Cabrera, Joseph Vega and Lizeth Gallegos effective August 14, 2015.

11C.4 RESIGNATION

The Board approve/ratified resignation for the following as recommended by staff:

Classified Resignations: Cynthia Zepeda-Villalobos, Noon Supervisor, effective July 29, 2015, Elvia Castro, Instructional Aide, effective August 7, 2015 and Laura Raines, Substitute Clerk, effective July 28, 2015

11D. PERSONNEL – CERTIFICATED

EMPLOYMENT

The Board approved/ratified employment for the following as recommended by staff:

11D.1 Teacher: Sarina Humungkorn effective August 14, 2015

11D.2 Instructional Leads: Adriana Aguilar, Patricia Burch, Cynthia Gonzalez, Catalina Jauregui, Sylvia Mayer, Gloria Mena and Juan Molina effective August 14, 2015

11D.3 Coordinator, Data, Evaluation and Assessment: Melissa Brown effective August 14, 2015

11D.4 Assistant Principal: Luis Ramos effective August 14, 2015

11D.5 Permit Teacher: Victoria Boone, Temporary Permit Teacher, effective August 14, 2015

11D.6 Substitute Teachers: Rodrigo Figueroa, Steven Gonzales, Nicole Johnson, Ryan Long, Lisa Mejia, Juan Ortiz, Georgina Salazar, Sara Williver and Duane Wright effective August 14, 2015

11D.7 RESIGNATION

The Board approved/ratified resignation for the following as recommended by staff:

Certificated Staff: Cristina Renteria, Permit Teacher, effective August 14, 2015 and Richard Grant, Adapted Physical Education Teacher, effective August 5, 2015.

12. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Barajas, 1) Congratulated Lead Teachers and said they are much needed. 2) Thanked and said farewell to Coach Richard Grant and Coach Herrera who are both leaving the District.

Member Corrales, 1) Shared concerns about the community not being heard and the decision the Board took regarding the 6 to 6 Program. 2) Commended Paloma Perez for an excellent job. 3) Thanked the superintendent, principals, teachers and the parents of students who attend school regularly. 4) Mentioned that she was pleased the Jewish Family Services and Quality Systems for Pre-school (QPI) were contracted again this school year. 5) Commented that elective classes and the GATE Program need work. 6) Mentioned that our students deserve the best.

Vice-President Diaz, 1) Thanked everyone for attending the Board Meeting. 2) Welcomed Mr. Arturo Sanchez Macias and said he is looking forward to working with him. 3) Congratulated everyone who was promoted and thanked all CSEA employees who work behind the scenes. 4) Thanked teachers and principals and mentioned that he has a diagram that showed the Board at the bottom followed by administrators, support staff, teachers and on the top are students, because they are the number one customer. 5) Asked the Boys & Girls Club to improve their services.

Clerk Linares, 1) Welcomed the new COO to the District, Arturo Sanchez Macias. 2) Commented that the San Diego County Office of Education had an upcoming nomination for a vacant Board seat at the County level that would affect the San Ysidro School District. 2) Mentioned that the two candidates were Guadalupe Gonzalez and a former Board member, Raquel Marquez. 3) Commented that he attended the election and due to the information he shared with them regarding Raquel Marquez living outside San Ysidro while being a Governing Board Member in San Ysidro, she was not nominated.

President Martinez, 1) Stated that he supports and stands by Zenaida Rosario for the Dual Program. 2) Asked for an update of the grant writer. 3) Commented that he would like to have a Special Board meeting to talk about Beyer. 4) Shared concerns about Circulate San Diego having an office at the District.

Dr. Fonseca Superintendent, 1) Thanked Cabinet for the hard work in carrying out the 100 Day Plan and Strategic Plan. 2) Mentioned that there is a plan of action to address the needs of the students and staff to compete not just locally but globally. 3) Invited Mrs. Rosario to do a Board Presentation on the Dual Language Program. 4) Commented that the Safety Plan and transportation need work. 5) Mentioned that he is working with student attendance and commented that the District needs to have a District-wide initiative to encourage students to attend school. 6) Thanked CSEA and SYEA for their collaboration. 7) Thanked the Board and mentioned that this Board works well together. 8) Mentioned that he sent a notice to parents and the community regarding Proposition C. 9) Commented that an Oversight Committee will be formed composed of stakeholders, parents and community members to reconfigure the schools and for the reconstruction of Beyer School.

13. ADJOURNMENT

Time: 9:41 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 30, 2015
CLOSED SESSION: 4:30 p.m. – 6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Regular Meeting of the Governing Board was held on Thursday, July 30, 2015, with Closed Session held at 4:30 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 4:30 p.m.

2. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

Mr. Antonio Martinez, President

Mr. Marcos A. Diaz, Vice-President

Mr. Rodolfo Linares, Clerk

Mr. Jose F. Barajas, Member

Mrs. Luciana Corrales, Member

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Clerk Linares made the motion to recess to Closed Session, seconded by Vice-President Diaz. The vote was unanimous.

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:31 p.m. in accordance with section 54954.5 regarding:

4.1 CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

Government Code section 54956.9(a) and (d)(1)

Name of Case: EcoBusiness Alliance v. San Ysidro School District

San Diego Superior Court Case No. 37-2012-00095758-CU-BL-CTL

RECONVENED into OPEN SESSION at 6:00 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

1) 4.1 -- The Board on a 5-0 vote approved settlement of attorney fees judgement pursuant to EcoBusiness Alliance v. San Ysidro School District Case No. 37-2012-00095758-CU-BL-CTL.

5. CALL TO ORDER Who: President Martinez Time: 6:00 p.m.

6. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

Mr. Antonio Martinez, President

Mr. Marcos A. Diaz, Vice-President

Mr. Rodolfo Linares, Clerk

Mr. Jose F. Barajas, Member

Mrs. Luciana Corrales, Member

7. **FLAG SALUTE** led by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

8. **CONFERENCE SESSION**

Reports/Presentations

- 8.1 Solar Project Presentation
- 8.2 Boys and Girls Club
- 8.3 3-Year Plan Common Core Alignment

9. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

Laila Contreras, La Mirada Student, 1) Shared concerns about the Boys & Girls Club After School Program. Commented that children are frustrated and want the YMCA Program back.

Arlene Benitez, Parent, 1) Shared concerns about the Boys & Girls Club After School Program.

2) Commented that she picked up her child and wasn't asked to show identification. Children were only coloring and not participating in activities 3) Mentioned that staff doesn't have identification and they are not trained to be with children.

Rosa Estevez, Representing Parents, 1) Shared concerns about the Boys & Girls Club After School Program.

2) Mentioned that they are not organized. 3) Commented that a child was released to another parent and children are under distress. 4) Mentioned that parents would like the program terminated and want the YMCA back.

Izcalli Casas, Parent, 1) Shared concerns about the Boys & Girls Club After School Program. 2) Commented that they are understaffed and children are walking out of the cafeteria unsupervised. 3) Mentioned that the change of program has caused stress for both the children and their parents. 4) Asked the Board to consider reinstating the YMCA.

Maria Tapia, Parent, 1) Shared concerns about the Boys & Girls Club After School Program. 2) Mentioned that she was late picking up her child and tried to call and couldn't get a hold of anyone. There is no number where they can be reached. 3) Commented that children play games that are unacceptable.

Claudia Garcia, Parent, 1) Shared concerns about the Boys & Girls Club After School Program.

2) Commented that staff is unprofessional. 3) Would like the YMCA Program reinstated.

Irene Lopez, Community Member, 1) Commented that she supports the YMCA Program. 2) Mentioned that staff knew the children by name and the children deserve a program where they feel safe.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address all of their items. If translation services are required, please state that, and an additional one (1) minute will be allotted. Approach the lectern and give your name and address.

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a *Public Comment Form* located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysd.k12.ca.us

10. **GENERAL ADMINISTRATION**

10.1 **MINUTES**

The Board approved the minutes of the Special Board Meeting of July 18, 2015.

Motion: Linares Second: Barajas Vote: Unanimous

10.2 **SAN YSIDRO SCHOOL DISTRICT MISSION STATEMENT**

The Board approved the new San Ysidro School District Mission Statement: "Quality education and opportunity for all students to succeed."

Vice-President Diaz commented that he would like to follow through with the student logo contest.

Motion: Diaz Second: Linares Vote: Unanimous

10.3 GOVERNING BOARD VISION STATEMENT

The Board approved the Governing Board Vision Statement:

We Value:

- Students first by providing a quality education in a safe environment.
- High expectations and standards through accountability and responsibility.
- All staff and community input
- Openness and transparency
- Integrity, honesty and respect

Our actions are in accord with these values and fair judgment

Motion: Barajas Second: Corrales Vote: Unanimous

10.4 ADOPTED BUDGET 2015-16 - REVISED

The Board approved the revised 2015-16 Adopted Budget.

Motion: Diaz Second: Linares Vote: Unanimous

11. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 11B.1 for discussion and to be voted on separately.
- 2) Tabled Consent Calendar Item 11C.2 for the next Board meeting.

Motion: Diaz Second: Linares Vote: Unanimous

11B. BUSINESS

11 B.1 APPROVAL OF THE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF SOUTH COUNTY – Tabled

Approve/Ratify the agreement with the Boys and Girls Club of South County for After School Education and Safety Program for 2015-16.

Motion: Linares Second: Diaz Vote: Unanimous

11B.2 APPROVAL OF THE CERTIFICATION REQUIREMENT COSTS FOR THE AVID PROGRAM AT SAN YSIDRO MIDDLE SCHOOL

The Board approved the AVID Certification Costs for the San Ysidro Middle School.

11C. PERSONNEL – CLASSIFIED

EMPLOYMENT

The Board approved/ratified employment for the following as recommended by staff:

11C.1 Instructional Media Resource Aide - Pablo Jaime Sainz effective July 31, 2015

11C.2 Nutrition Services Manager - **Tabled**

11C.3 Administrative Clerk II - Sara Almeida effective July 31, 2015

11C.4 RESIGNATION

The Board approved/ratified resignation for the following as recommended by staff:

Instructional Aide: Azahalia Rosas effective July 21, 2015

11C.5 LEAVE OF ABSENCE WITHOUT PAY

The Board approved/ratified leave of absence without pay for the following as recommended by staff:
Instructional Aide: Susana Villarreal for the 2015-2016 school year, from July 22, 2015 to June 10, 2016

APPROVE JOB DESCRIPTION & RECRUITMENT

The Board approved job descriptions and recruitment for the following as recommended by staff:

11C.6 Chief Operating Officer

11C.7 Student and Family Services Manager

11D. PERSONNEL – CERTIFICATED

EMPLOYMENT

The Board approved/ratified employment for the following as recommended by staff:

11D.1 Teachers: David Alkass, Caitlin McCarty, Sara Tennyson, and Mayura Vongsavath, effective July 22, 2015

11D.2 Director, Special Education Services: Sergio Campos effective July 31, 2015

11D.3 School Counselor: Dalia Gonzalez Garcia effective July 31, 2015

11D.4 Coordinator, Federal and State Programs: Kelli Hay effective July 31, 2015

11D.5 RESIGNATION

The Board approved/ratified the resignation for the following as recommended by staff:

Teachers: Deirdre Kehoe effective July 21, 2015 and Victor Vargas effective July 30, 2015

11D.6 LEAVE OF ABSENCE WITHOUT PAY

The Board approved/ratified the leave of absence without pay for the following as recommended by staff:

Teacher: Karla Garcidealba from August 24, 2015 to October 30, 2015

11D.7 VARIABLE TERM WAIVER

The Board approved/ratified the Variable Term Waiver for the following as recommended by staff:

Language, Speech, and Hearing Specialist: Elianna Vega

12. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Barajas, 1) Congratulated Lourdes Quezada for her new baby boy. 2) Wished Victor Vargas the best.
Member Corrales, 1) Welcomed everyone to the new school year. 2) Mentioned that she attended the Independence Day event in San Ysidro and would like the Board to participate next year and show support to the community. 3) Commented that President Martinez and herself participate on the San Ysidro Planning Group. 4) Commented that they discussed the history of San Ysidro and would like to expose students to the history. 5) Mentioned that she will work with Councilmember Alvarez to try to put a booklet together for students and would like the support of the Board and Superintendent.
Vice-President Diaz, 1) Congratulated Lourdes Quezada for her new baby boy. 2) Welcomed Rouba Tay, SYMS Principal.
Clerk Linares, 1) Congratulated everyone that is coming to San Ysidro. 2) Congratulated the new baby boy. 3) Mentioned that his mission is to build a high school, rebuild the schools and technology.
President Martinez, 1) Commented that he is glad we are bringing back AVID. 2) Mentioned that we need ASBs at all middle schools. 3) Commented that we should look into having Parent Institute for Quality Education (PIQE) at all schools. 4) Thanked Mr. Velasquez, Dr. Willis and Dr. Fonseca for the Strategic Planning workshop. 5) Mentioned that we will look into what we will be doing with the Beyer School property. 6) Thanked principals, teachers and classified employees for attending the Board meeting. 7) Thanked Dr. Fonseca for doing a good job.
Dr. Fonseca, Superintendent, 1) Thanked Cabinet. 2) Mentioned that he appreciates the Board's support in moving forward. 3) Thanked principals, teachers and classified staff for making the first day welcoming for the

students. 4) Commented that he is humbled and honored to be the Superintendent. 5) Mentioned that we need to demand the best because our students deserve the best. 6) Stated that his commitment is to go to the sites and make certain that a program that he recommends is where it should be to provide the best support services to our students. 7) Introduced Sergio Campos, Director of Special Education.

Member Barajas made the motion to adjourn the meeting, seconded by Clerk Linares. The vote was unanimous.

13. ADJOURNMENT

Time: 8:28 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

SPECIAL MEETING OF THE GOVERNING BOARD
FRIDAY, JULY 17, 2015
8:00 a.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Friday, July 17, 2015 at 8:00 a.m. and conducted its business meeting at the Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173.

FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NOS. 1, 2 AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 8:00 a.m.

2. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board
Mr. Antonio Martinez, President
Mr. Marcos A. Diaz, Vice-President
Mr. Rodolfo Linares, Clerk
Mr. Jose F. Barajas, Member
Mrs. Luciana Corrales, Member

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
None at this time.

Member Barajas made the motion to recess to Closed Session, seconded by Clerk Linares. The vote was unanimous.

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:00 a.m. in accordance with section 54954.5 regarding:

4.1 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYMENT

Title: Principal (2)

RECONVENED into OPEN SESSION at 8:29 a.m. to take action on items discussed in Closed Session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

1) **4.1-** The Board appointed Rouba Tay, Principal, for San Ysidro Middle School.

Motion: Diaz Second: Linares Vote: Unanimous

The Board appointed Maria Rodriguez, Principal, for Vista Del Mar School

Motion: Barajas Second: Linares Vote: Unanimous

5. **CALL TO ORDER** Who: President Martinez Time: 8:29 a.m.

6. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

Mr. Antonio Martinez, President
Mr. Marcos A. Diaz, Vice-President
Mr. Rodolfo Linares, Clerk
Mr. Jose F. Barajas, Member
Mrs. Luciana Corrales, Member

7. **FLAG SALUTE** led by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

8. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

None at this time.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name and address.**

The public had the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a *Public Comment Form* located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who had a group concern were encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysd.k12.ca.us

9. **CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent items 9A.3 for discussion and to be voted on separately
- 2) Tabled 9A.4

Motion: Linares

Second: Diaz

Vote: Unanimous

9.A **PERSONNEL – CLASSIFIED**

9.A1 **EMPLOYMENT OF ADMINISTRATIVE CONFIDENTIAL SECRETARY**

The Board approved/Ratified employment for the following as recommended by staff:

Administrative Confidential Secretary: Maria Corona effective July 20, 2015

9.A2 **RELEASE OF CLASSIFIED PROBATIONARY EMPLOYEE**

The Board approved/ratified the release of Classified Probationary employee as recommended by staff:

Personnel Technician: Jennifer Kennedy on June 29, 2015 (with two week pay to continue collaboration with employee for pending projects). Effective date of separation was July 13, 2015.

9A.3 RESOLUTION #15/16-0002 REGARDING THE DISCONTINUANCE OF CLASSIFIED SERVICES PURSUANT TO EDUCATION CODE 45117

The Board approved Resolution #15/16-0002 regarding the discontinuance of classified services pursuant to Education Code section 45117

Motion: Diaz

Second: Linares

Vote: Unanimous

9A.4 REVIEW JOB DESCRIPTION AND ESTABLISH RECRUITMENT – STUDENT AND FAMILY SERVICES MANAGER -Tabled

Approve the new job description and recruitment for a Student and Family Services Manager as recommended by staff.

9A.5 REVIEW JOB DESCRIPTION AND ESTABLISH RECRUITMENT – PERSONNEL TECHNICIAN

The Board approved the new job description and recruitment for a Personnel Technician as recommended by staff.

9.B PERSONNEL – CERTIFICATED

9B.1 EMPLOYMENT OF TEACHERS

The Board approved/ratified the employment of Teachers as recommended by staff.

Teachers: Kimberly Wilgus, Veronica Zacharie, Jerome Ryan, Kimberly Karpel, Iliana Comejo, Martha Montoya, and Alexander Gacuya, effective July 22, 2015

9B.2 EMPLOYMENT OF STUBSTITUTE TEACHERS

The Board approved the employment of Substitute Teachers as recommended by staff.

Substitutes Teachers: Niomie Allison, Victor Andrade, Thiago Arellano, Jacqueline Austin-Singer, Eric Bartl, Elizabeth Bergem, Jeremy Bloom, Rebecca Cardoza, Juan Castillo, Vanessa Davis, Marco Antonio Diaz Chavez, Amy Duley, Heidy Esteves Manzo, Belinda Estrella, Craig Flores, Beth Gast, Molly Goforth, Adriana Gonzalez-Carrillo, Nnamdia Gooding, Margaret Guadarrama, Josefina Vanessa Gutierrez, Marley Hart, James Hudson, Janet Josa, Cinthia Landau, Daisy Meeks, Monica Nava, Lizbeth Ornelas, Jason Palmer, Jillian Perry, Elaina Pumpelly, Diana Quito, Norma Rivera, Pablo J Sainz, Dianette Torres Sanchez, Ruben Serrano, Mary Van Orshoven, Janell Wright, effective July 22, 2015

9B.3 EMPLOYMENT TEMPORARY PERMIT TEACHERS

The Board approved/ratified the employment of a Temporary Permit Teacher as recommended by staff.

Permit Teacher: Ana Molina, Temporary Permit Teacher from July 22, 2015 – June 9, 2016

9B.4 CERTIFICATED RESIGNATIONS

The Board approved/ratified the resignation of a Language, Speech, and Hearing Specialist and a Permit Teacher.

Certificated Staff: Monica Ceja, Language, Speech and Hearing Specialist, effective July 10, 2015 and Carmen Echeverri, Permit Teacher, effective July 13, 2015

9B.5 REVIEW JOB DESCRIPTION AND ESTABLISH RECRUITMENT – SITE INSTRUCTIONAL LEADS

The Board approved the new job description and recruitment for Site Instructional Leads as recommended by staff.

9B.6 REVIEW JOB DESCRIPTION AND ESTABLISH RECRUITMENT – DATA, EVALUATION, AND ASSESSMENT COORDINATOR

The Board approved the new job description and recruitment for a Data, Evaluation and Assessment Coordinator as recommended by staff.

9B.7 REVIEW JOB DESCRIPTION AND ESTABLISH RECRUITMENT – FEDERAL AND STATE PROGRAM COORDINATOR

The Board approved the new job description and recruitment for a Federal and State Program Coordinator as recommended by staff.

9B.8 LEAVE OF ABSENCE WITHOUT PAY

The Board approved/ratified the leave of absence without pay for the following as recommended by staff:

Certificated Teacher: Veronica Hernandez from August 3, 2015 to September 3, 2015

10. GENERAL ADMINISTRATION

10.1 RESOLUTION 15/16-3601 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2015-16 SCHOOL YEAR

The Board approved adoption of Resolution No. 15/16-3601 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2015-16 school year.

Motion: Linares

Second: Diaz

Vote: Unanimous

10.2 ACCEPTANCE OF DONATIONS

The Board accepted donations at an approximate value of \$1,500.00 for a Principals' Retreat on July 20, 2015.

Motion: Diaz

Second: Linares

Vote: Unanimous

BOARD WORKSHOP

10.3 Strategic Planning facilitated by M.Willis Inc. and Mr. Edward Velasquez

Vice-President Diaz made the motion to adjourn the meeting, seconded by Clerk Linares. The vote unanimous.

11. ADJOURNMENT

Time: 5:34 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

**SAN YSIDRO SCHOOLS
PUBLIC FINANCING CORPORATION
MEETING MINUTES OF THE BOARD OF DIRECTORS**

SPECIAL MEETING OF JULY 9, 2015

AGENDA:

Thursday, July 9, 2015

Upon completion of the regular San Ysidro School District's Governing Board Meeting which is scheduled to begin at 4:30 p.m., or as soon thereafter as practicable.

Education Center
4350 Otay Mesa Road
San Ysidro, CA 92173

1. The meeting was called to order at 9:19 p.m.
2. Julio Fonseca, Ed.D., Superintendent, led in the Pledge of Allegiance
3. Roll Call and Confirmation of Corporation Directors

President -	Antonio Martinez
Vice President-	Marcos A. Diaz
Secretary -	Rodolfo Linares
Treasurer (CFO) -	Jose F. Barajas
Director -	Luciana Corrales
4. Public Comments
None at this time.
5. The Board of Directors approved the minutes of the San Ysidro Public Financing Corporation of March 12, 2015.

Motion: Linares	Second: Diaz	Vote: Unanimous
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6. The Board of Directors approved and adopted Resolution 15/16-3201 of the Board of Directors of the San Ysidro Schools Public Financing Corporation Authorizing Delivery and Sale of 2015 Refunding Certificates of Participation in the Maximum Principal Amount of \$23,000,000 and Approving Related Documents and Actions

Motion: Diaz	Second: Linares	Vote: Unanimous
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7. Other Matters
None at this time.
8. Treasurer Barajas made a motion to adjourn the meeting, seconded by Secretary Linares. The vote was unanimous

The meeting adjourned at 9:22 p.m.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: RESOLUTION #15/16-3125 TO ENTER INTO A SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH MANZANA ENERGY INC.

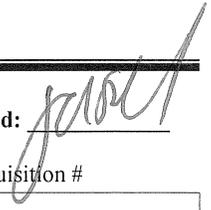
BACKGROUND INFORMATION:

On July 17, 2015, the District entered a Promissory Note with Manzana Energy, Inc. as part of the legal fees, costs and interest associated with an award in excess of \$1.6 million. Manzana Energy Inc. has agreed to approve a one-time payment of \$600,000 as full settlement and mutual release of the Promissory Note saving the District over \$1 million in payments and interest.

RECOMMENDATION:

Approve Resolution #15/16-3125.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Yes No

Are funds for this item available in the 2015-2016 Budget?

Yes No

Requisition #

\$600,000

(Amount)

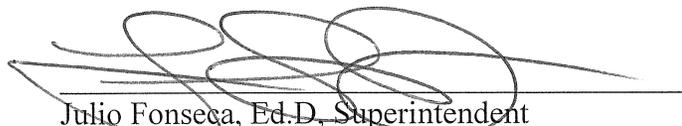
From Awarded Amount

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 15/16-3125

**RESOLUTION TO ENTER INTO A SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

WHEREAS, the San Ysidro School District and Manzana Energy Inc. entered into a Settlement Agreement & Mutual Release on July 15, 2015 to settle litigation between the parties; and,

WHEREAS, the trial court awarded Manzana Energy Inc. legal fees, costs, and interest associated with its judgment won in the case, the total of which was in excess of \$1.6 million; and;

WHEREAS, the San Ysidro School District executed a Promissory Note in the amount of \$1.6 million on July 17, 2015, payable to Manzana Energy Inc. within 5 years with an interest rate of 5% per year, with a total value of over \$2.06 million; and;

WHEREAS, Manzana Energy Inc. has now agreed to accept a one-time payment of \$600,000 to fully satisfy the Promissory Note and release the San Ysidro School District from over \$1 million in payments and interest; so,

THEREFORE, BE IT RESOLVED, that the San Ysidro School District Board of Governors hereby approves a one-time payment of \$600,000.00 to Manzana Energy Inc. in full satisfaction and release of the Promissory Note previously approved on July 17, 2015, and accept an executed Satisfaction and Release from Manzana Energy Inc. for any remaining costs due under the Promissory Note.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at 4350 Otay Mesa Road, San Ysidro, California, on November 12, 2015, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTENTIONS: _____

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, **Antonio Martinez**, President of the Governing Board of the San Ysidro School District located at 4350 Otay Mesa Road, San Ysidro, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regular meeting hereof at the time and place of vote stated, which resolution is on file and of record in the office of said board.

President of the Governing Board

Attest: _____
Authorized Representative for Manzana Energy Inc.

Name: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Administration

AGENDA ITEM: ORGANIZATIONAL MEETING

BACKGROUND INFORMATION:

The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings.

The governing board of each school and community college district shall hold an annual organizational meeting. In 2015, the meeting must be held on a date between December 4 and December 18, 2015. The day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to December 4, 2015, unless otherwise provided by rule of the governing board.

RECOMMENDATION:

Approve Thursday, December 10, 2015, at 4:30 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board as per Education Code section 35143.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

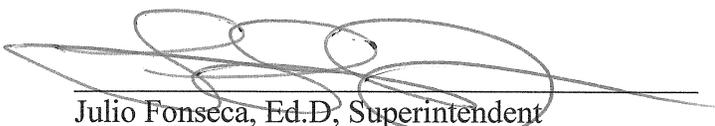
(approximately)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**NOTICE OF DECEMBER 2015
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **November 20, 2015**, to:

Peg Marks
Legal Services, Room 609
San Diego County Office of Education
Email: pmarks@sdcoe.net
Fax: (858) 541-0697

School District: _____

Date of Organizational Meeting: _____
(Date between December 4 and December 18 inclusive)

Time of Meeting: _____

Clerk/Secretary to the Governing Board

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT: Human Resources
Amy Hunt

AGENDA ITEM: PUBLIC HEARING – BOARD’S INITIAL CONTRACT PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR 2016-2017 BARGAINING AGREEMENT

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt its initial (“sunshine”) proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public school employer.

Under the provisions of the current contract between the Board of Education and the California School Employees Association, it is now appropriate for the Board to offer for public comment its initial (“sunshine”) proposal for contract reopens for the 2016-2017 collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

I recommend adoption of the following motions:

1. That the Board of Education offers for public comment the attached initial (“sunshine”) proposal as proposed amendments to the current contract between the California School Employees Association and the Board of Education; and
2. That the Board of Education direct the posting of notice of a public hearing on the initial (“sunshine”) proposal, and said public hearing to be held on and be open to public comment at the Board of Education meeting on November 12, 2015.

Renewal New Amendment Ratify Other

Business Services Reviewed: N/A

Financial Implications? Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No Yes No

N/A

(Amount)

(Name of funding source and/or location)

--

(Funding account number)

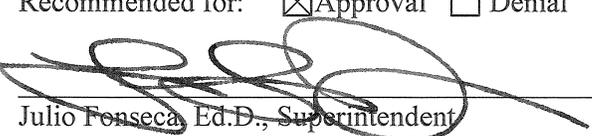
Recommended for: Approval Denial

Certification Requested Yes No

Superintendent’s Office Certification:

14.4

Page 1 of 1


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT: Human Resources
Amy Hunt

AGENDA ITEM: CLOSE PUBLIC HEARING AND ADOPTION OF BOARD'S INITIAL PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission of the initial proposal to allow for public comment. The public hearing was opened during the regular board meeting on November 12, 2015.

It is recommended to close public hearing on the San Ysidro School Board's initial proposal for the 2016-2017 school year with the California School Employees Association.

Renewal New Amendment Ratify Other

Business Services Reviewed: ___N/A___

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** November 12, 2015

FROM: Dr. Julio Fonseca **SCHOOL/DEPARTMENT:** Human Resources
Superintendent Amy Hunt

AGENDA ITEM: PUBLIC HEARING – BOARD’S INITIAL CONTRACT PROPOSAL TO
SAN YSIDRO EDUCATION ASSOCIATION FOR 2016-2017 SCHOOL YEAR

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt its initial (“sunshine”) proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro Education Association, it is now appropriate for the Board to offer for public comment its initial (“sunshine”) proposal for contract reopeners for the 2016-2017 collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

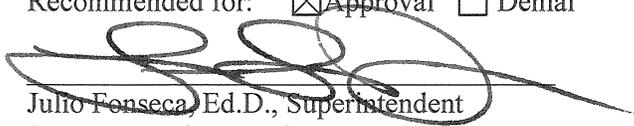
The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

I recommend adoption of the following motions:

1. That the Board of Education offers for public comment the attached initial (“sunshine”) proposal as proposed amendments to the current contract between the San Ysidro Education Association and the Board of Education; and
2. That the Board of Education direct the posting of notice of a public hearing on the initial (“sunshine”) proposal, and said public hearing to be held on and be open to public comment at the Board of Education meeting on November 12, 2015.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u> N/A </u>
Financial Implications?		Are funds for this item available in the 2015-2016 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		N/A
		--			
(Amount)	(Name of funding source and/or location)	(Funding account number)			

Recommended for: Approval Denial Certification Requested Yes No
Superintendent’s Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT: Human Resources
Amy Hunt

AGENDA ITEM: CLOSE PUBLIC HEARING AND ADOPTION OF BOARD'S INITIAL PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission of the initial proposal to allow for public comment. The public hearing was opened during the regular board meeting on November 12, 2015.

It is recommended to close public hearing on the San Ysidro School Board's initial proposal for the 2016-2017 school year with the San Ysidro Education Association.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u> N/A </u>
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2015-2016 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; text-align: center; padding: 2px;">N/A</div>
<div style="border: 1px solid black; width: 150px; height: 20px; margin-bottom: 5px;"></div> (Amount)	<div style="border: 1px solid black; width: 300px; height: 20px; margin-bottom: 5px;"></div> (Name of funding source and/or location)	<div style="border: 1px solid black; width: 200px; height: 20px; margin-bottom: 5px; text-align: center;">--</div> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT: Human Resources
Amy Hunt

AGENDA ITEM: ACCEPTANCE OF STATEMENT OF INTEREST OF SAN YSIDRO SCHOOL DISTRICT ON OPENERS WITH SAN YSIDRO EDUCATION ASSOCIATION FOR 2016-2017

BACKGROUND INFORMATION:

San Ysidro School District submits to open negotiations with the San Ysidro Education Association on the bargaining unit agreement in its entirety.

RECOMMENDATION:

Accept the statement of interest of San Ysidro School District to open the collective bargaining agreement with San Ysidro Education Association for 2016-2017.

Renewal New Amendment Ratify Other

Business Services Reviewed: N/A

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

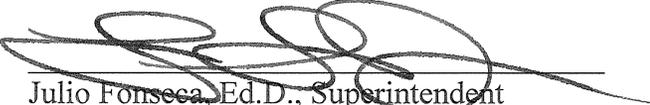
(Amount)

(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICY
SERIES 3000 AND ADMINISTRATIVE REGULATIONS SERIES 3000
BUSINESS AND NONINSTRUCTIONAL OPERATIONS

BACKGROUND INFORMATION:

The District has reviewed the series of adopted Board Policies in section 3000 and has determined that it is necessary to update/revise them in order to meet the needs of the District and to be in compliance with changing laws.

On October 22, 2015, the District submitted the revised Board Policies and Administrative Regulations in the 3000 series for first reading. The District is now submitting for second reading and adoption.

RECOMMENDATION:

Approve the second reading and adoption of revised Board Policy Series 3000 and Administrative Regulation Series 3000 and any exhibits that may be included.

Renewal New Amendment Ratify Other - REVISED

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

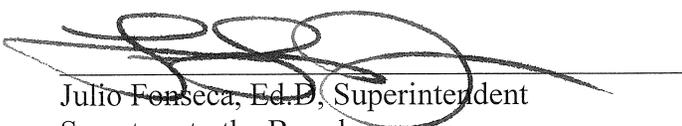
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICY SERIES 7000 AND ADMINISTRATIVE REGULATIONS SERIES 7000 BUSINESS AND NONINSTRUCTIONAL OPERATIONS - FACILITIES

BACKGROUND INFORMATION:

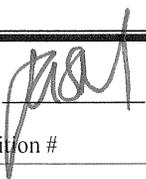
The District has reviewed the series of adopted Board Policies on Facilities in section 7000 and has determined that it is necessary to update/revise them in order to meet the needs of the District and to be in compliance with changing laws.

On October 22, 2015, the District submitted the revised Board Policies and Administrative Regulations in the 7000 series for first reading. The District is now submitting for second reading and adoption.

RECOMMENDATION:

Approve the second reading and adoption of revised Board Policy Series 7000 and Administrative Regulation Series 7000 and any exhibits that may be included.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

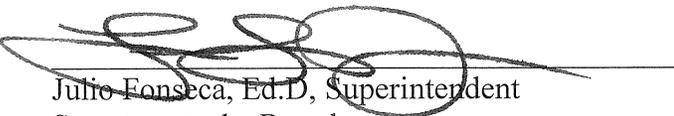
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: SECOND READING AND ADOPTION OF BOARD POLICY 5131.2 (a-f)
STUDENT - BULLYING

BACKGROUND INFORMATION:

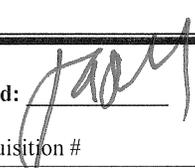
The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

On October 8, 2015, the District submitted for first reading of Board Policy 5131.2(a-f) on Student - Bullying. The District is now submitting for second reading and adoption.

RECOMMENDATION:

Approve second reading and adoption of Board Policy 5131.2(a-f) on Student - Bullying.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

BULLYING

Note: The following **optional** policy may be revised to reflect district practice.

Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics; see BP 5145.3- Nondiscrimination/Harassment for language fulfilling this mandate.

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(c/5131- Conduct)

(cf 5136- Gangs)

(cf 5145.3 -Nondiscrimination/Harassment)

(cf 5145.7- Sexual Harassment)

(cf 5145.9- Hate-Motivated Behavior)

Note: Pursuant to Education Code 32261 and 48900.2-48900.4, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act such as posting of messages on social media networks; see AR 5144.1 - Suspension and Expulsion/Due Process.

In addition, Penal Code 653.2 makes it a crime for a person to distribute personal identity information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's picture or address online so that he/she receives harassing messages). Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting).

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf 5145.2- Freedom of Speech/Expression)

Note: Education Code 32282 encourages districts to include policies and procedures aimed at preventing bullying in their comprehensive safety plans; see BP 0450 - Comprehensive Safety Plan.

BULLYING (continued)

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf 0420- School Plans/Site Councils)

(cf 0450- Comprehensive Safety Plan)

(cf 1220 - Citizen Advisory Committees)

(cf 1400- Relations Between Other Governmental Agencies and the Schools)

(cf 6020 -Parent Involvement)

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf 5137- Positive School Climate)

(cf 6164.2- Guidance/Counseling Services)

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

47 USC 254 requires districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4- Student Use of Technology for language implementing this mandate.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

6142.8- Comprehensive Health Education)

(cf 6142.94- History-Social Science Instruction)

(cf 6163.4- Student Use of Technology)

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

BULLYING (continued)*(cf 4131- Staff Development)**(cf 4231- Staff Development)**(cf 4331- Staff Development)*

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the district to adopt a process requiring school personnel who witness acts of discrimination, harassment, intimidation, or bullying to take immediate steps to intervene when it is safe to do so; also see BP 5145.3 - Nondiscrimination/Harassment.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Note: Pursuant to Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), districts are required to adopt a process for receiving and investigating student complaints involving discrimination, harassment, intimidation, and bullying based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. To ensure compliance with this requirement, the California Department of Education has determined that the uniform complaint procedures must be used for this purpose. Though some bullying incidents may not fall within the provisions of Education Code 234.1, CSBA strongly recommends that districts use their uniform complaint procedures when investigating all bullying incidents to ensure consistent implementation by district staff. The following **optional** paragraph provides that all complaints regarding bullying will be investigated using the district's uniform complaint procedures pursuant to AR 1312.3 - Uniform Complaint Procedures. Districts that choose to use another complaint procedure for bullying incidents that are not covered within Education Code 234.1 should modify the following paragraph accordingly.

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with the district's uniform complaint procedures specified in AR 1312.3 – Uniform Complaint Procedures.

BULLYING (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*
32282 *Comprehensive safety plan*
35181 *Governing board policy on responsibilities of students*
35291-35291.5 *Rules*
48900-48925 *Suspension or expulsion*
48985 *Translation of notices*

PENAL CODE

647 *Use of camera or other instrument to invade person's privacy; misdemeanor*
647.7 *Use of camera or other instrument to invade person's privacy; punishment*
653.2 *Electronic communication devices, threats to safety*

UNITED STATES CODE, TITLE 47

254 *Universal service discounts (e-rate)*

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment (or All Students), Policy Brief, April 2010
Cyberbullying: Policy Considerations (or Boards), Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>
California Cybersafety for Children: <http://www.cybersafety.ca.gov>
California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>
Center for Safe and Responsible Internet Use: <http://cyberbully.org>
National School Boards Association: <http://www.nsba.org>
National School Safety Center: <http://www.schoolsafety.us>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

BULLYING (continued)

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf 5138 - Conflict Resolution/Peer Mediation)

(cf 5144 -Discipline)

(cf 5144.1- Suspension and Expulsion/Due Process)

(cf 5144.2- Suspension and Expulsion/Due Process (Students with Disabilities))

(cf 6159.4- Behavioral Interventions for Special Education Students)

Legal Reference: (see next page)

BULLYING (continued)

(cf 1312.3- Uniform Complaint Procedures)

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12- Search and Seizure and BP/AR 6163.4- Student Use of Technology.

As noted in the section "Discipline" below, the courts have generally upheld a district's authority to discipline a student for off-campus conduct when the conduct causes, or is foreseeably likely to cause, a substantial disruption of school activities. Thus, in complaints regarding off-campus conduct, districts should document, with specific examples, how the conduct or speech significantly disrupted or was likely to significantly disrupt school activities and the targeted student's educational performance.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Note: Pursuant to Education Code 32261 and 48900.2-48900.4, "bullying" is a ground for suspension or expulsion in grades 4-12; see AR 5144.1 Suspension and Expulsion/Due Process.

As noted in the section "Complaints and Investigation" above, the courts have generally upheld discipline for off-campus conduct that posed a threat to the safety of other students, staff or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities (e.g., Lavine v. Blaine School District). In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. For example, the court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students). When the conduct does not rise to the level of "substantial disruption," the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131- Conduct and BP 5145.2 – Freedom of Expression. **14.12**

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT: Human Resources
Amy Hunt

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICY SERIES 4000 AND
ADMINISTRATIVE REGULATIONS SERIES 4000 PERSONNEL

BACKGROUND INFORMATION:

The district has reviewed the series of adopted Board Policies in section 4000 and has determined that it is necessary to update/revise them in order to meet the needs of the District and to be in compliance with changing laws.

RECOMMENDATION:

Approve/Ratify the first reading of revised Board Policy Series 4000 and Administrative Regulations Series 4000 and any exhibits that may be included.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

N/A

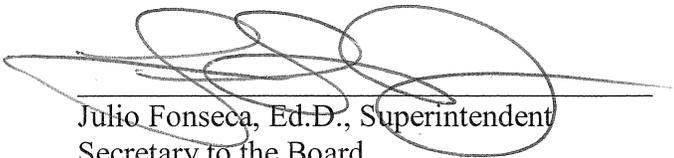
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: RESOLUTION #15/16-3124 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. This resolution allows the District to designate and authorize the Chief Operating Officer to receive mail from accounting/payroll section and authorizes other accounting staff to pick up warrants from the San Diego County Office of Education.

RECOMMENDATION:

Approve Resolution #15/16-3124, designating authorized representatives effective November 13, 2015.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pas*

Financial Implications?

Are funds for this item included in the 2015-16 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

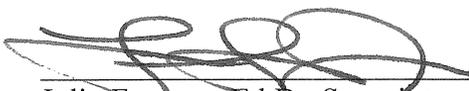
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

RESOLUTION 15/16-3124
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS
AT THE COUNTY OFFICE OF EDUCATION

San Ysidro School District, San Diego County ON MOTION OF member _____,
 seconded by member _____ Effective November 13, 2015.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (*one person only*) to receive mail from the Accounting/Payroll Sections is
Jose Arturo Sanchez Macias, Chief Operating Officer
 2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:
Laura Caballero
Laura Gastelum
Blanca Vega
- mail **hold** consortium
3. Check one Monthly payroll warrants each and every month.
 Check one Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on November 12, 2015 by the following vote:
 (Date)

AYES: _____ MEMBERS NOES: _____ MEMBERS ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) SS

I, Antonio Martinez, President of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

 President of the Governing Board

Manual signature(s) of authorized person(s):

Jose Arturo Sanchez Macias _____

Laura Caballero _____

Laura Gastelum _____

Blanca Vega _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Administration

AGENDA ITEM: AMENDMENT TO CONFLICT OF INTEREST CODE

BACKGROUND INFORMATION:

The Governing Board previously adopted its Conflict of Interest Code revisions on October 30, 2014. The administration recently reviewed its positions and has determined that changes to the current Conflict of Interest Code are necessary.

CURRENT INFORMATION

The administration is recommending the following changes to the Conflict of Interest Code, including the list of designated employees and disclosure categories:

1. Deleted positions that no longer exist and added Chief Operating Officer, Executive Director of Human Resources, Executive Director of Curriculum, Instruction and Innovation and Director of Special Education.

RECOMMENDATION:

Adopt the Resolution amending the Conflict of Interest Code and revised Board Bylaw 9270 including its Appendix of Designated Employees and Disclosure Categories.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(approximately)

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

(cf. 9005 - Governance Standards)

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally, or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

CONFLICT OF INTEREST (continued)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CONFLICT OF INTEREST (continued)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Prohibition Against Certain Gifts/ Limitation on Campaign Contributions to Members of and Candidates for the Board

This policy applies to all Board members, and to candidates (as contemplated in Government Code 82007) and Candidate Controlled Committees ("Committee") (as contemplated in Government Code 82016) for the Board of the San Ysidro School District. The purpose of this policy is to establish an explicit and unequivocal standard for current and future Board members, candidates, and committees to follow when considering campaign contributions and gifts while they are in service to this community as Board members or running for election to the Board. Further, this policy is intended to eliminate any potential for actual or perceived bias on the part of any Board member or candidate and to prevent corruption and the appearance of corruption by limiting the size of campaign contributions.

This policy explicitly applies to gifts of all kinds, including, but not limited to, gifts of travel (as contemplated in Government Code 89506), wedding, holiday, meals or other gifts (as contemplated in Government Code 89503) and offers of employment or any other enterprise for compensation. To the extent that any aspect of this policy exceeds the requirements in Government Code 89503 or 2 CCR 18730, this policy shall provide additional prohibitions on the acceptance of contributions. Further, this policy is intended to supplement the Board's existing Conflict of Interest Policy as contained in its Bylaws.

CONFLICT OF INTEREST (continued)

Provisions of this policy that limit campaign contributions (“Contributions”) (as contemplated in Government Code 82015) apply to candidates for the Board and their committees.

For purposes of this policy, “person” shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert as contemplated in Government Code 82047.

The policy provides:

1. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that is engaged in business with the San Ysidro School District at the time the contribution is made;
2. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that, within the preceding 12 months, has submitted any proposal, whether formal or informal, verbal or in writing, to perform any business on behalf of the San Ysidro School District at the time the contribution is made;
3. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that has performed any work for compensation on behalf of the San Ysidro School District within 12 months of the time the contribution is made.
4. District employees are not prohibited from giving gifts or making contributions. Board members, candidates and committees may not solicit, directly or indirectly, a contribution from a district employee with knowledge that the person from whom the contribution is solicited is a district employee. (see California Government Code section 3205) Recipients must disclose gifts and contributions, as required under state law (Government Code section 81000 et seq.).
5. This policy, as it pertains to gifts, extends to relatives of Board members and candidates. “Relative” means an adult who is related to the member by blood or affinity within the third degree, or an individual in an adoptive relationship within the third degree. (Education Code 35107(e).) A gift given to a relative of a Board member shall be considered a gift to the Board member if evidence suggests that the donor has a purpose to influence the official (as contemplated in 2 CCR 18943)

The Board shall review this policy in even-numbered years and it shall provide officers, employees, consultants and members of the community adequate notice and ~~14.15~~ opportunity to present their views as to any proposed changes.

CONFLICT OF INTEREST (continued)**Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

*Legal Reference:*EDUCATION CODE1006 *Qualifications for holding office*35107 *School district employees*35230-35240 *Corrupt practices, especially:*35233 *Prohibitions applicable to members of governing boards*41000-41003 *Moneys received by school districts*FAMILY CODE297.5 *Rights, protections, and benefits of registered domestic partners*GOVERNMENT CODE1090-1099 *Prohibitions applicable to specified officers*1125-1129 *Incompatible activities*81000-91014 *Political Reform Act of 1974, especially:*82011 *Code reviewing body*87100-87103.6 *General prohibitions*87200-87210 *Disclosure*87300-87313 *Conflict of interest code*87500 *Statements of economic interests*89501-89503 *Honoraria and gifts*91000-91014 *Enforcement*PENAL CODE85-88 *Bribes*CODE OF REGULATIONS, TITLE 218110-18997 *Regulations of the Fair Political Practices Commission, especially:*18702.5 *Public identification of a conflict of interest for Section 87200 filers*COURT DECISIONS*Klistoff v. Superior Court*, (2007) 157 Cal.App.4th 469*Thorpe v. Long Beach Community College District*, (2000) 83 Cal.App.4th 655*Kunec v. Brea Redevelopment Agency*, (1997) 55 Cal.App.4th 511

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

ATTORNEY GENERAL OPINIONS

- 92 Ops.Cal.Atty.Gen. 26 (2009)
- 92 Ops.Cal.Atty.Gen. 19 (2009)
- 89 Ops.Cal.Atty.Gen. 217 (2006)
- 86 Ops.Cal.Atty.Gen. 138(2003)
- 85 Ops.Cal.Atty.Gen. 60 (2002)
- 82 Ops.Cal.Atty.Gen. 83 (1999)
- 81 Ops.Cal.Atty.Gen. 327 (1998)
- 80 Ops.Cal.Atty.Gen. 320 (1997)
- 69 Ops.Cal.Atty.Gen. 255 (1986)
- 68 Ops.Cal.Atty.Gen. 171 (1985)
- 65 Ops.Cal.Atty.Gen. 606 (1982)
- 63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

CONFLICT OF INTEREST

**RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the San Ysidro School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the San Ysidro School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the San Ysidro School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

CONFLICT OF INTEREST (continued)**Conflict of Interest Code of the
San Ysidro School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX**Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)**Designated Positions**

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Assistant Superintendent	1
Chief Operating Officer	2
Director of Human Resources	2
Executive Director of Human Resources	2
Executive Director of Curriculum, Instruction and Innovation	2
Coordinator of Special Services	2
Principal	2
Assistant Principal	2
Director of Maintenance, Operations, Transportation and Facilities	2
Maintenance Supervisor	2
Director of Special Education and Special Services	2
Director of Information Management Services	2
Director of State and Federal Projects	2
Coordinator of Pre-school and Child Development Programs	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval

CONFLICT OF INTEREST (continued)

5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum,
Instruction and Innovation

AGENDA ITEM: APPROVAL OF SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA)

BACKGROUND INFORMATION:

The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive state and federal or other applicable funding through the district's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

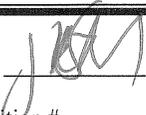
The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

Each school's SPSA has been reviewed and approved by their School Site Councils as required.

RECOMMENDATION:

Approve/Ratify the Single Plans for Student Achievement for La Mirada, Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar, and San Ysidro Middle School.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)
(Name of funding source and/or location)
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Instructions,
Curriculum and Innovation

AGENDA ITEM: APPROVE THE PURCHASE OF SITE LICENSES FOR THE
RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL
CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY.

BACKGROUND INFORMATION:

The Renaissance Place hosted platform frees up technology resources, delivers automatic updates to powerful new product features, and gives districts and schools instant access to real-time data to improve student outcomes. This new generation of web-based technology supports Accelerated Reader 360, Accelerated Math and STAR Math Enterprise and STAR Reading Enterprise Real time, providing broader, deeper, better information for teachers, students, parents, and administrators.

Renaissance Place enables new reporting, live chat support, and supports a broader range of classroom devices than ever before.

RECOMMENDATION:

Approve/Ratify the purchase of the Renaissance Learning Program for all sites at an estimated cost of \$85,784.96 from Title I, Title III and Supplemental & Concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pass*

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$85,784.96 (Amount)

Title I, Title III and Supplemental & Concentration funds (Name of funding source and/or location)
--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

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PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1329192

San Ysidro Elem School Dist - 270713
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617
Contact: Penny Cline - (619) 428-4476
Email: pcline@sysd.k12.ca.us

Reference ID: 92125
Created: 02/09/2015

Quote Summary	School Count : 7
Product & Services Total	\$102,207.30
Applied Discounts	(\$16,422.34)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	\$85,784.96

To place an order, please submit your organization's required purchase order with reference to quote number 1329192. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive(s) Anthony Valenti at (800)460-6154, Thank You.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

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San Ysidro Elem School Dist - 270713					
Products & Services		Quantity	Unit Price	Discount	Total
Data Integration Maintenance Fee Level 3 (4001-8000 Students)	9/1/2015 - 8/31/2016	1	\$2,800.00	\$0.00	\$2,800.00
San Ysidro Elem School Dist Total				\$0.00	\$2,800.00

La Mirada Elementary School - 270701					
Products & Services		Quantity	Unit Price	Discount	Total
AM Live Real Time Subscription Renewal	9/1/2015 - 8/31/2016	525	\$5.85	(\$122.85)	\$2,948.40
Accelerated Math One-Time Fee - Pilot		1	\$0.00	\$0.00	\$0.00
Accelerated Math Student Subscription - Pilot	9/1/2015 - 8/31/2016	525	\$5.85	(\$3,071.25)	\$0.00
Accelerated Reader 360 Subscription Renewal	9/1/2015 - 8/31/2016	525	\$8.80	(\$369.60)	\$4,250.40
STAR Math Enterprise Real Time Subscription Renewal	9/1/2015 - 8/31/2016	525	\$3.80	\$0.00	\$1,995.00
STAR Reading Enterprise Real Time Subscription Renewal	9/1/2015 - 8/31/2016	525	\$3.80	(\$59.85)	\$1,935.15
Annual All Product RP Hosting Fee Renewal	9/1/2015 - 8/31/2016	1	\$599.00	\$0.00	\$599.00
La Mirada Elementary School Total				(\$3,623.55)	\$11,727.95

Ocean View Hills Elementary School - 1394529					
Products & Services		Quantity	Unit Price	Discount	Total
AM Live Real Time Subscription Renewal	9/1/2015 - 8/31/2016	300	\$5.85	(\$70.20)	\$1,684.80
Accelerated Math One-Time Fee - Pilot		1	\$0.00	\$0.00	\$0.00
Accelerated Math Student Subscription - Pilot	9/1/2015 - 8/31/2016	300	\$5.85	(\$1,755.00)	\$0.00
Accelerated Reader 360 Subscription Renewal	9/1/2015 - 8/31/2016	690	\$8.80	(\$485.76)	\$5,586.24
SR Service Real Time Subscription Renewal	9/1/2015 - 8/31/2016	690	\$2.40	(\$49.68)	\$1,606.32
Annual All Product RP Hosting Fee Renewal	9/1/2015 - 8/31/2016	1	\$599.00	\$0.00	\$599.00
Ocean View Hills Elementary School Total				(\$2,360.64)	\$9,476.36

San Ysidro Middle School - 270709					
Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader 360 Subscription Renewal	9/1/2015 - 8/31/2016	672	\$8.80	(\$473.09)	\$5,440.51
Accelerated Math Fluency Subscription Renewal	9/1/2015 - 8/31/2016	30	\$2.40	\$0.00	\$72.00
SR Service Real Time Subscription Renewal	9/1/2015 - 8/31/2016	672	\$2.40	(\$48.38)	\$1,564.42
Annual All Product RP Hosting Fee Renewal	9/1/2015 - 8/31/2016	1	\$599.00	\$0.00	\$599.00
San Ysidro Middle School Total				(\$521.47)	\$7,675.93

Smythe Elementary School - 270700				
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Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader 360 Subscription Renewal	9/1/2015 - 8/31/2016	400	\$8.80	(\$281.60)	\$3,238.40
Accelerated Math Fluency Subscription Renewal	9/1/2015 - 8/31/2016	400	\$2.40	\$0.00	\$960.00
STAR 360 Subscription Renewal	9/1/2015 - 8/31/2016	400	\$11.45	(\$183.20)	\$4,396.80
Annual All Product RP Hosting Fee Renewal	9/1/2015 - 8/31/2016	1	\$599.00	\$0.00	\$599.00
Smythe Elementary School Total				(\$464.80)	\$9,194.20
Sunset Elementary School - 270707					
Products & Services		Quantity	Unit Price	Discount	Total
AM Live Real Time Subscription Renewal	9/1/2015 - 8/31/2016	160	\$5.85	(\$37.44)	\$898.56
Accelerated Math One-Time Fee - Pilot		1	\$0.00	\$0.00	\$0.00
Accelerated Math Student Subscription - Pilot	9/1/2015 - 8/31/2016	160	\$5.85	(\$936.00)	\$0.00
Accelerated Reader 360 Subscription Renewal	9/1/2015 - 8/31/2016	470	\$8.80	(\$330.88)	\$3,805.12
STAR 360 Subscription Renewal	9/1/2015 - 8/31/2016	470	\$11.45	(\$215.26)	\$5,166.24
Annual All Product RP Hosting Fee Renewal	9/1/2015 - 8/31/2016	1	\$599.00	\$0.00	\$599.00
Sunset Elementary School Total				(\$1,519.58)	\$10,468.92
Vista Del Mar Elementary School - 3251064					
Products & Services		Quantity	Unit Price	Discount	Total
AM Live Real Time Subscription Renewal	9/1/2015 - 8/31/2016	310	\$5.85	(\$72.54)	\$1,740.96
Accelerated Math One-Time Fee - Pilot		1	\$0.00	\$0.00	\$0.00
Accelerated Math Student Subscription - Pilot	9/1/2015 - 8/31/2016	310	\$5.85	(\$1,813.50)	\$0.00
Accelerated Reader 360 Subscription Renewal	9/1/2015 - 8/31/2016	310	\$8.80	(\$218.24)	\$2,509.76
STAR 360 Subscription Renewal	9/1/2015 - 8/31/2016	545	\$11.45	(\$249.61)	\$5,990.64
Annual All Product RP Hosting Fee Renewal	9/1/2015 - 8/31/2016	1	\$599.00	\$0.00	\$599.00
Vista Del Mar Elementary School Total				(\$2,353.89)	\$10,840.36
Willow Elementary School - 270703					
Products & Services		Quantity	Unit Price	Discount	Total
AM Live Real Time Subscription Renewal	9/1/2015 - 8/31/2016	733	\$5.85	(\$171.52)	\$4,116.53
Accelerated Math One-Time Fee - Pilot		1	\$0.00	\$0.00	\$0.00
Accelerated Math Student Subscription - Pilot	9/1/2015 - 8/31/2016	733	\$5.85	(\$4,288.05)	\$0.00
Accelerated Reader 360 Subscription Renewal	9/1/2015 - 8/31/2016	1007	\$8.80	(\$708.93)	\$8,152.67
Accelerated Math Fluency Subscription Renewal	9/1/2015 - 8/31/2016	373	\$2.40	\$0.00	\$895.20
STAR 360 Subscription Renewal	9/1/2015 - 8/31/2016	895	\$11.45	(\$409.91)	\$9,837.84

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Annual All Product RP Hosting Fee Renewal	9/1/2015 - 8/31/2016	1	\$599.00	\$0.00	\$599.00
Willow Elementary School Total				(\$5,578.41)	\$23,601.24

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Coordinator

AGENDA ITEM: LEARNING GENIE GRANT

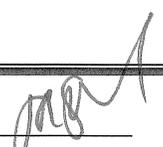
BACKGROUND INFORMATION:

The Preschool & Child Development Programs has been awarded a grant to implement the Learning Genie program for fiscal year 2015-2016. Learning Genie is an online service through mobile app and a web portal that can be used by preschool teachers to gather data for student portfolios and for assessment reports. All district preschool teachers have iPads that are being provided by SDCOE's Quality Preschool Initiative (QPI) to assist with collecting data for assessment purposes and for assessment reporting. The app was developed for state and federally funded programs that are required to use the Desired Results Developmental Profile (DRDP) assessment. The app assists in meeting the documentation and assessment reporting requirements set by the Department of Education.

RECOMMENDATION:

Approve the acceptance of Learning Genie grant for the Preschool & Child Development Programs for fiscal year 2015-2016.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum,
Instruction, and Innovation

AGENDA ITEM: ACCOUNTABILITY LEADERSHIP INSTITUTE FOR ENGLISH
LEARNERS AND IMMIGRANT STUDENTS

BACKGROUND INFORMATION:

The California Department of Education is providing an opportunity to attend the 16th Annual Accountability Institute for English Learners and Immigrant Students. This institute is designed for administrators and superintendents, Title III program directors and evaluators, instructional leaders, professional development institutions, and key stakeholders in English learner education. This year's focus is Internal Accountability Systems to Build Instructional Capacity for Deeper Learning. Tentative workshop topics include:

- Integrated and Designated English Language Development (ELD)
- Migrant Education
- Superintendent Panel Discussion
- Implementing of ELA/ELD Framework
- Implementing ELD Standards
- Title III Basic
- Dual Immersion Programs
- Equity for English Learner

Registration Fees + Lodging + Parking + Meals & Mileage

RECOMMENDATION:

Approve/Ratify registration, travel, hotel, and meal costs for the Accountability Leadership Institute for English Learners and Immigrant Students for Tony Hua, Kelli Hay, and Melissa Brown at a total cost not to exceed \$3,100.00.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$3,100.00

(Amount)

Title III – Supplemental &
Concentration Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

15A.4

1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: PURCHASING REPORT

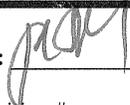
BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the district during the period of September 24, 2015 through November 2, 2015 (Report #4):
▪ General Fund: A70417-A70438, A70443-A70446, A70448-A70458, A70460, A70462-A70466, A70469-A70471, A70473-A70476, A70480-A70481, A70484-A70491, A70493-A70495, A70497-A704519, A70521-A70524, A70526-A70533, A70535-A70543
▪ Child Development Fund: A70468-A70468, A70472, A70478-A70479, A70496, A70525
▪ Cafeteria Fund: A70439-A70442, A70459, A70461, A70482-A70483, A70492, A70520, A70534 and
▪ Building Fund: A70447, A70477.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

As listed above

(Name of funding source and/or location)

-

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
9/24/2015	A70417	AUTO-JET MUFFLER CORPORATION	3	MAINT. SUP.	731.15
9/25/2015	A70418	KYA SERVICES LLC	6	EQUIPMENT	64,725.69
9/28/2015	A70419	AMERICAN PRINTING HOUSE	6	CONTRACTED SERVICES	5,118.12
9/28/2015	A70420	SAN DIEGO COUNTY SUPERINTENDEN	3	REGISTRATION FEE	165.00
9/28/2015	A70421	SCHOOL EMPLOYERS ASSOCIATION	3	DUES & MEMBERSHIPS	1,325.00
9/28/2015	A70422	ALAS	3	DUES & MEMBERSHIPS	350.00
9/28/2015	A70423	APPLE INC	3	EQUIPMENT	2,293.92
9/28/2015	A70424	ALICIA MARISCAL	3	CONTRACTED SERVICES	500.00
9/28/2015	A70425	HANDY METAL MART	3	MAINT. SUP.	300.00
9/29/2015	A70426	SCHOOL EMPLOYERS ASSOCIATION	3	REGISTRATION FEE	1,900.00
9/29/2015	A70427	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	191.16
9/29/2015	A70428	EAST L.A. CLASSIC THEATRE	3	PROF. SERVICES	90,000.00
9/29/2015	A70429	SAN DIEGO COUNTY OFFICE OF	3	REGISTRATION FEE	50.00
9/29/2015	A70430	SCHOOL OUTFITTERS	3	EQUIPMENT	559.28
9/29/2015	A70431	QUILL CORP.	3	INST. SUP.	1,361.93
9/30/2015	A70432	CONCEPTS SCHOOL AND	6	EQUIPMENT	34,682.24
9/30/2015	A70433	PEARSON	6	INST. SUP.	5,050.08
9/30/2015	A70434	AMAZON.COM, INC.	6	INST. SUP.	1,412.64
9/30/2015	A70435	SOCIAL THINKING	6	INST. SUP.	594.00
9/30/2015	A70436	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	4,659.47
9/30/2015	A70437	PRINT TO MAIL DOCUMENT SYSTEM	3	OFFICE SUP	842.40
9/30/2015	A70438	RGC CONSTRUCTION INC	6	CONTRACTED SERVICES	4,450.00
10/5/2015	A70443	SAN DIEGO UNION-TRIBUNE	3	LEGAL AD	325.75
10/5/2015	A70444	R&L PERFORMANCE AUTO SERVICE	3	CONTRACTED SERVICES	1,000.00
10/5/2015	A70445	SIR SPEEDY PRINTING 02890	6	OFFICE SUP	127.44
10/9/2015	A70446	COREY R. PATTON	3	CONTRACTED SERVICES	812.50
10/12/2015	A70448	AMAZON.COM, INC.	3	OFFICE SUP	1,429.05
10/12/2015	A70449	POSITIVE PROMOTIONS	3	INST. SUP.	771.15
10/13/2015	A70450	NATIONAL ACADEMIC QUIZ	3	INST. SUP.	129.00
10/14/2015	A70451	HURRICANE & POWAY FENCE CO, IN	6	CONTRACTED SERVICES	14,996.50
10/14/2015	A70452	EDCALIBER	3	SETTLEMENT	16,950.00
10/14/2015	A70453	OFFICE DEPOT	3	OFFICE SUP	1,673.11

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
10/14/2015	A70454	ORIENTAL TRADING COMPANY, INC.	3	INST. SUP.	284.94
10/15/2015	A70455	R. JENSEN CO. INC	6	CONTRACTED SERVICES	6,210.00
10/15/2015	A70456	HOWARD TARAS	6	CONTRACTED SERVICES	240.00
10/15/2015	A70457	THE SHERWIN-WILLIAMS CO.	6	MAINT. SUP.	1,000.00
10/15/2015	A70458	SAN DIEGO COUNTY SUPERINTENDEN	3	REGISTRATION FEE	25.00
10/16/2015	A70460	WESTERN GRAPHIX	3	TRANSPORTATION EXPENSE	228.95
10/16/2015	A70462	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	2,404.15
10/16/2015	A70463	LOS ANGELES COUNTY OFFICE	6	INST. SUP.	624.92
10/16/2015	A70464	OFFICE DEPOT	6	OFFICE SUP	382.11
10/19/2015	A70465	CASA DE PUEBLO	3	CONTRACTED SERVICES	55.00
10/19/2015	A70466	LEAL & TREJO APC	3	LEGAL FEES	49,144.15
10/19/2015	A70469	NATIONAL CENTER FOR EDUCATION	3	CONTRACTED SERVICES	6,950.00
10/19/2015	A70470	OFFICE DEPOT	3	OFFICE SUP	56.14
10/19/2015	A70471	SAN DIEGO COUNTY	3	PUBLICATION SUPPLIES	1,037.40
10/19/2015	A70473	FUNDRAISING MANAGER	3	INST. SUP.	741.19
10/19/2015	A70474	NVLS PROFESSIONAL SERVICES,	3	CONTRACTED SERVICES	5,750.00
10/19/2015	A70475	SCRIPPS NATIONAL SPELLING BEE	3	CONTRACTED SERVICES	218.50
10/20/2015	A70476	FULLER FORD	6	CONTRACTED SERVICES	1,062.54
10/20/2015	A70480	LA PRENSA SAN DIEGO	3	LEGAL AD	288.00
10/20/2015	A70481	LAKESHORE	3	INST. SUP.	409.31
10/20/2015	A70484	SAN DIEGO COUNTY SUPERINTENDEN	6	REGISTRATION FEE	40.00
10/20/2015	A70485	CULVER-NEWLIN INC.	6	EQUIPMENT	14,041.35
10/20/2015	A70486	QUILL CORP.	3	OFFICE SUP	217.71
10/20/2015	A70487	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	59.00
10/20/2015	A70488	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	700.00
10/20/2015	A70489	SOUTH BAY FENCE, INC.	6	CONTRACTED SERVICES	750.00
10/20/2015	A70490	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	575.00
10/20/2015	A70491	EDTECH TEACHER, INC.	3	CONTRACTED SERVICES	14,500.00
10/21/2015	A70493	CARRIE A. KOURI	6	INST. SUP.	600.10
10/22/2015	A70494	ORIENTAL TRADING COMPANY, INC.	3	INST. SUP.	62.94
10/22/2015	A70495	AMAZON.COM, INC.	3	OFFICE SUP	97.94
10/22/2015	A70497	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	2,708.37

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
10/22/2015	A70498	SEARS	6	INST. SUP.	604.80
10/22/2015	A70499	PRO ED	6	INST. SUP.	372.60
10/22/2015	A70500	SCHOOL SPECIALTY	3	INST. SUP.	84.00
10/22/2015	A70501	FOLLETT SCHOOL SOLUTIONS,INC	3	INST. SUP.	3,145.88
10/22/2015	A70502	FOLLETT SCHOOL SOLUTIONS,INC	3	INST. SUP.	3,980.61
10/22/2015	A70503	FOLLETT SCHOOL SOLUTIONS,INC	3	INST. SUP.	2,306.14
10/22/2015	A70504	CORTES TOWING	6	CONTRACTED SERVICES	360.00
10/22/2015	A70505	RUSSELL PLUMBING	6	CONTRACTED SERVICES	65.00
10/22/2015	A70506	TEACH FOR AMERICA	3	CONTRACTED SERVICES	20,000.00
10/22/2015	A70507	SAN DIEGO UNION-TRIBUNE	3	LEGAL AD	2,214.30
10/22/2015	A70508	HOME DEPOT	6	MAINT. SUP.	2,450.00
10/22/2015	A70509	CALIFORNIA ENVIRONMENTAL	3	CONTRACTED SERVICES	715.00
10/22/2015	A70510	KIRK'S RADIATOR	3	CONTRACTED SERVICES	309.00
10/22/2015	A70511	SITSPOTS	3	INST. SUP.	64.48
10/22/2015	A70512	KIDSCARPET.COM	3	INST. SUP.	215.99
10/23/2015	A70513	CAYEN SYSTEMS LLC	6	CONTRACTED SERVICES	16,910.00
10/26/2015	A70514	RACHAEL ANNETTE MCINTYRE	3	CONTRACTED SERVICES	55.00
10/26/2015	A70515	PRO POWER	3	CUSTODIAL SUP.	457.91
10/26/2015	A70516	KONE INC	6	CONTRACTED SERVICES	542.29
10/26/2015	A70517	ALPHA SMOG STATION	6	CONTRACTED SERVICES	582.50
10/26/2015	A70518	TRANSLATION EQUIPMENT	6	EQUIPMENT	4,730.48
10/29/2015	A70519	BEST BUY	6	EQUIPMENT	1,371.58
11/2/2015	A70521	OFFICE DEPOT	3	OFFICE SUP	87.70
11/2/2015	A70522	STAPLES, INC.	3	OFFICE SUP	440.60
11/2/2015	A70523	HOUGHTON MIFFLIN COMPANY	6	OFFICE SUP	2,580.77
11/2/2015	A70524	GOPHER SPORT	3	INST. SUP.	1,988.71
11/2/2015	A70526	ATTAINMENT COMPANY, INC.	6	INST. SUP.	264.60
11/2/2015	A70527	FALCON WEST INSURANCE	3	CONTRACTED SERVICES	766.00
11/2/2015	A70528	LISA M. WEISS, OPTOMETRIC CORP	6	CONTRACTED SERVICES	350.00
11/2/2015	A70529	SOUTHPAW ENTERPRISES	6	INST. SUP.	76.74
11/2/2015	A70530	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	413.64
11/2/2015	A70531	OFFICE DEPOT	3	OFFICE SUP	490.40

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
11/2/2015	A70532	CSBA	3	REGISTRATION FEE	490.00
11/2/2015	A70533	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	725.00
11/2/2015	A70535	SEARS	6	INST. SUP.	529.05
11/2/2015	A70536	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	700.00
11/2/2015	A70537	CABLE, PIPE & LEAK DETECTION,	6	CONTRACTED SERVICES	270.00
11/2/2015	A70538	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	424.12
11/2/2015	A70539	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	725.00
11/2/2015	A70540	OFFICE DEPOT	6	OFFICE SUP	35.81
11/2/2015	A70541	AMAZON.COM, INC.	6	INST. SUP.	86.29
11/2/2015	A70542	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	625.00
11/2/2015	A70543	DOMTAR PAPER CO. LLC	3	SCHOOL SUP.	5,702.40
Total for 3 & 6 \$					450,250.68
10/19/2015	A70467	FIRST BOOK NATIONAL OFFICE	12-6	INST. SUP.	375.00
10/19/2015	A70468	LAKESHORE	12-6	INST. SUP.	49.18
10/19/2015	A70472	AMAZON.COM, INC.	12-6	INST. SUP.	145.70
10/20/2015	A70478	SCHOLASTIC, INC	12-6	INST. SUP.	250.00
10/20/2015	A70479	SCHOLASTIC, INC	12-6	INST. SUP.	250.00
10/22/2015	A70496	WAXIE SANITARY SUPPLY	12-6	CUSTODIAL SUP.	560.76
11/2/2015	A70525	CONSTRUCTIVE PLAYTHINGS	12-6	INST. SUP.	270.55
Total for 12-6 \$					1,901.19
10/1/2015	A70439	P&R PAPER SUPPLY COMPANY, INC.	13	CAFETERIA PAPER GOODS	7,276.66
10/2/2015	A70440	CDE,CASHIER'S OFFICE	13	CAFETERIA FOOD	15,474.85
10/5/2015	A70441	VISTA FOOD EXCHANGE INC.	13	CAFETERIA FOOD	6,484.80
10/5/2015	A70442	PENSKE TRUCK LEASING	13	CONTRACTED SERVICES	1,977.45
10/16/2015	A70459	ACE COOLING & FREEZING	13	CONTRACTED SERVICES	5,216.66
10/16/2015	A70461	SERVICE SOLUTIONS GROUP, LLC	13	CONTRACTED SERVICES	983.18
10/20/2015	A70482	P&R PAPER SUPPLY COMPANY, INC.	13	CAFETERIA PAPER GOODS	8,752.81
10/20/2015	A70483	WILLIAM V. MAC GILL & CO.	13	MEDICAL SUP.	662.56

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
10/21/2015	A70492	STATE OF CALIFORNIA	13	CONTRACTED SERVICES	1,331.47
10/30/2015	A70520	SERVICE SOLUTIONS GROUP, LLC	13	CONTRACTED SERVICES	1,783.22
11/2/2015	A70534	SAN DIEGO RESTAURANT SUPPLY	13	CAFETERIA SUP.	498.20
Total for 13					\$ 50,441.86
10/12/2015	A70447	KATHLEEN MOORE& ASSOCIATES	21-10	CONTRACTED SERVICES	110,000.00
10/20/2015	A70477	LEAL & TREJO APC	21-10	LEGAL FEES	7,857.00
Total for 21-10					\$ 117,857.00
Grand Total					\$ 620,450.73

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

The district is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, contract may be required with appropriate approvals and proof of receipt of the goods or services. Invoices to be paid are entered in the Business Services Department. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

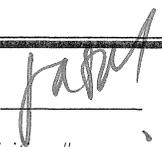
The following are expenditures incurred by the district during the period of September 24, 2015 through October 21, 2015. Listing sheets #696 through #710. Payments were made with checks #12-444446 through #12-449873 for a total expenditure of \$641,163.01 from the following sources:

- General Fund - \$530,370.18
- Cafeteria Fund - \$98,299.91
- Building Fund - \$8,781.45
- Child Development Fund- \$3,711.47

RECOMMENDATION:

Approve/Ratify expenditures incurred by the District during the period of September 24, 2015 through October 21, 2015. Listing sheets #696 through #710. Payments were made with checks #12-444446 through #12-449873 for a total expenditure of \$641,163.01.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$641,163.01
(Amount)

As listed above
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001093	KONE INC	12-449873	154.08	154.08	KONE	A70010	8100-000 5600-005 070
001093	KONE INC	12-449873	154.08	154.08	06-00	8150-000 0000	8100-000 5600-005 070
	UNRESTRICTED		.00				
	RESTRICTED		154.08				
***	TOTALS FOR FUND	***	154.08	154.08			154.08 (INVOICE) 154.08 (DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000409	SAN DIEGO UNION-TRIBUNE	12-449732		325.75	008400	A70443	7100-000 5800-003 063
000409	SAN DIEGO UNION-TRIBUNE	12-449732	325.75	325.75	03-00 0000-000	0000	7100-000 5800-003 063
004797	KOMPAN, INC.	12-449733		229.95	82729	A70327	
				229.95	06-00 8150-000	0000	8100-000 5600-005 070
				361.02	82730	A70326	
				361.02	06-00 8150-000	0000	8100-000 5600-005 070
				2,046.60	82953	A70337	
				2,046.60	06-00 8150-000	0000	8100-000 4400-000 070
004797	KOMPAN, INC.	12-449733	2,637.57				
	UNRESTRICTED		325.75				
	RESTRICTED		2,637.57				

*** TOTALS FOR FUND ***
 UNRESTRICTED 2,963.32 (INVOICE)
 RESTRICTED 2,963.32 (DISTRIBUTION)

789

FIS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 10/16/2015 AT 20:13
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 13-00: CAFETERIA SPCL REVENUE FUND

PAGE 16
 WARRANT DATE 10/19/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000726	ECOLAB	12-449513		451.33	027519	A70121	
				451.33	13-00 5310-000	0000	3700-000 5800-010 024
				167.53	246600	A70121	
				167.53	13-00 5310-000	0000	3700-000 5800-010 012
				81.75	264275	A70121	
				81.75	13-00 5310-000	0000	3700-000 5800-010 012
000726	ECOLAB	12-449513	700.61				
			700.61				
*** TOTALS FOR FUND ***							
				700.61			(INVOICE)
				700.61			(DISTRIBUTION)

708

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004807	KATHLEEN MOORE & ASSOCIATES	12-449115	7,440.00	7,440.00	KMA215	A70447	
004807	KATHLEEN MOORE & ASSOCIATES	12-449115	7,440.00	7,440.00	21-10 9010-000	0000 8100-000 5800-010 064	
*** TOTALS FOR FUND ***			7,440.00	7,440.00			(INVOICE)
							(DISTRIBUTION)

707

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-449114	15.62	15.62	XEROX2	A70305	
001641	XEROX CORPORATION	12-449114	15.62	15.62	13-00 5310-000	0000 3700-000 5600-005 085	
*** TOTALS FOR FUND ***			15.62	15.62			15.62 (INVOICE) 15.62 (DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-449113	109.66	109.66	XEROX 12-06 6105-000	A70301	1000-000 5600-006 076
001641	XEROX CORPORATION	12-449113	109.66	109.66			
*** TOTALS FOR FUND ***			109.66	109.66			(INVOICE) (DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004789	BOYS & GIRLS CLUB	12-449108		4,479.12	06-00 9065-005	1110	1000-000 5800-000 012
				5,860.99	06-00 9065-005	1110	1000-000 5800-000 016
				4,960.82	06-00 9065-005	1110	1000-000 5800-000 018
				6,106.85	06-00 9065-005	1110	1000-000 5800-000 020
				4,447.53	06-00 9065-005	1110	1000-000 5800-000 022
				3,395.67	06-00 9065-005	1110	1000-000 5800-000 024
				3,954.06	06-00 9065-005	1110	1000-000 5800-000 025
004789	BOYS & GIRLS CLUB	12-449108	33,205.04				
004798	VORTEX INDUSTRIES, INC.	12-449109		729.38	955150	A70332	
				393.38	06-00 8150-000	0000	8100-000 5600-005 070
				336.00	06-00 8150-000	0000	8100-000 4300-007 070
004798	VORTEX INDUSTRIES, INC.	12-449109	729.38				
004809	SARA TENNYSON	12-449110		230.91	SARATN		
				230.91	06-00 6500-000	5770	1190-000 4300-001 054
004809	SARA TENNYSON	12-449110	230.91				
004813	JOSE ARTURO SANCHEZ MACIAS	12-449111		68.96	ARTURD		
				68.96	03-00 0000-000	0000	7100-000 4300-015 064
004813	JOSE ARTURO SANCHEZ MACIAS	12-449111	68.96				
004814	MARIA HALLMARK	12-449112		44.97	MARIAH		
				44.97	03-00 0000-000	1110	1000-000 4300-001 025
004814	MARIA HALLMARK	12-449112	44.97				
	UNRESTRICTED		74,782.01				
	RESTRICTED		100,310.05				
***	TOTALS FOR FUND	***	175,092.06				175,092.06 (INVOICE)
							175,092.06 (DISTRIBUTION)

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COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004087	RGC CONSTRUCTION INC	12-449098	13,678.00	13,678.00	06-00 9625-000	0000	8500-000 6200-001 071
004087	RGC CONSTRUCTION INC	12-449098					
004231	PRO POWER	12-449099	26.63	26.63	03-00 106360	A70057	8200-000 4300-014 069
004231	PRO POWER	12-449099			03-00 0300-070	0000	8200-000 4300-014 069
004337	EDCALIBER	12-449100	16,950.00	16,950.00	03-00 EDCLBR	A70452	7100-000 5800-002 063
004337	EDCALIBER	12-449100			03-00 0000-000	0000	7100-000 5800-002 063
004361	AUTO-JET MUFFLER CORPORATION	12-449101	749.45	749.45	03-00 377238	A70417	3600-000 4300-023 074
004361	AUTO-JET MUFFLER CORPORATION	12-449101			03-00 0982-000	0000	3600-000 4300-023 074
004533	KEY DATA SYSTEMS	12-449102	8,600.00	8,600.00	03-00 5501	A70145	1000-000 5800-006 061
004533	KEY DATA SYSTEMS	12-449102			03-00 0000-001	1110	1000-000 5800-006 061
004543	SCHOOL OUTFITTERS	12-449103	559.15	559.15	03-00 841709	A70430	1000-000 4400-000 012
004543	SCHOOL OUTFITTERS	12-449103			03-00 0000-001	1110	1000-000 4400-000 012
004589	ESTHER VALLE	12-449104	699.20	699.20	06-00 ESTHER		3900-000 5200-002 054
004589	ESTHER VALLE	12-449104			06-00 6500-000	5001	3900-000 5200-002 054
004601	SIR SPEEDY PRINTING 02890	12-449105	332.60	332.60	03-00 21230	A70400	2100-000 4300-011 061
004601	SIR SPEEDY PRINTING 02890	12-449105			03-00 0000-000	0000	2100-000 4300-011 061
004739	MWILLIS INC.	12-449106	1,146.20	1,146.20	03-00 201507	A70153	7200-000 5800-010 064
004739	MWILLIS INC.	12-449106			03-00 0000-000	0000	7200-000 5800-010 064
004779	JULIO FONSECA	12-449107	20.51	20.51	03-00 JULIDF		7100-000 4300-011 064
004779	JULIO FONSECA	12-449107			03-00 0000-000	0000	7100-000 4300-011 064
004788	BOYS & GIRLS CLUB	12-449108	33,205.04	33,205.04	03-00 878	A70310	
004788	BOYS & GIRLS CLUB	12-449108					

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003143	THE HOME DEPOT SUPPLY	12-449090		48.02	204222	A70039	8100-000 4300-007 070
003143	THE HOME DEPOT SUPPLY	12-449090	48.02	48.02	06-00 8150-000	0000	8100-000 4300-007 070
003145	VALLEY INDUSTRIAL SPECIALTIES	12-449091		224.60	219910	A70022	8100-000 4300-007 070
003145	VALLEY INDUSTRIAL SPECIALTIES	12-449091	224.60	224.60	06-00 8150-000	0000	8100-000 4300-007 070
003221	HOUGHTON MIFFLIN COMPANY	12-449092		16,592.61	820155	A70279	2700-000 4300-001 052
003221	HOUGHTON MIFFLIN COMPANY	12-449092	17,209.13	13,000.00	06-00 3310-000	5001	2700-000 4300-001 052
003529	WESTERN GRAPHIX	12-449093		3,592.61	06-00 6500-000	5770	1190-000 4300-001 054
003529	WESTERN GRAPHIX	12-449093	2,468.20	616.52	837449	A70409	1190-000 4300-001 054
003586	ARACELI FELIX	12-449094		616.52	06-00 6500-000	5770	1190-000 4300-001 054
003586	ARACELI FELIX	12-449094	144.00	2,468.20	03-00 0000-000	A70209	7200-000 4300-011 062
004009	CALIFORNIA LATINO SCHOOL	12-449095		144.00	FELIX		7100-000 5200-003 063
004009	CALIFORNIA LATINO SCHOOL	12-449095	1,539.80	18.00	03-00 0300-101	0000	7100-000 5200-003 063
004048	BROADWAY AUTO GLASS	12-449096		18.00	03-00 0300-102	0000	7100-000 5200-003 063
004048	BROADWAY AUTO GLASS	12-449096	170.00	18.00	03-00 0300-104	0000	7100-000 5200-003 063
004084	RUSSELL SIGLER, INC	12-449097		36.00	03-00 0300-103	0000	7100-000 5200-003 063
004084	RUSSELL SIGLER, INC	12-449097	261.80	54.00	03-00 0000-000	0000	7100-000 5200-003 064
004084	RGC CONSTRUCTION INC	12-449098		1,539.80	CLSBA	A70200	7100-000 5200-003 063
004084	RGC CONSTRUCTION INC	12-449098	13,678.00	384.95	03-00 0300-101	0000	7100-000 5200-003 063
004084	RGC CONSTRUCTION INC	12-449098	170.00	384.95	03-00 0300-102	0000	7100-000 5200-003 063
004084	RGC CONSTRUCTION INC	12-449098	170.00	384.95	03-00 0300-104	0000	7100-000 5200-003 063
004084	RGC CONSTRUCTION INC	12-449098	1,539.80	170.00	03-00 0300-105	0000	7100-000 5200-003 063
004084	RGC CONSTRUCTION INC	12-449098	170.00	170.00	03-00 0982-000	0000	3600-000 5600-005 074
004084	RGC CONSTRUCTION INC	12-449098	261.80	261.80	06-00 8150-000	0000	8100-000 4300-007 070
004084	RGC CONSTRUCTION INC	12-449098	261.80	261.80	010484	A70181	8100-000 4300-007 070
004084	RGC CONSTRUCTION INC	12-449098	13,678.00	13,678.00	2239	A70378	8100-000 4300-007 070

test

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001775	STAPLES, INC.	12-449080		217.53	03-00 0000-000	A70413	1000-000 4300-011 020
001775	STAPLES, INC.	12-449080	217.53	217.53	03-00 0000-000	1110	1000-000 4300-011 020
001906	LEARNING A-Z	12-449081		20,969.43	06-00 3010-000	A70381	1000-000 5800-006 061
001906	LEARNING A-Z	12-449081	20,969.43	20,969.43	06-00 3010-000	1110	1000-000 5800-006 061
002151	RANCHO AUTO & TRUCK PARTS	12-449082		145.97	06-00 8150-000	0000	8100-000 4300-007 070
002151	RANCHO AUTO & TRUCK PARTS	12-449082	145.97	145.97	06-00 8150-000	0000	8100-000 4300-007 070
002187	APPLE INC	12-449083		2,293.92	03-00 0000-000	A70423	7100-000 4400-000 064
002187	APPLE INC	12-449083	2,293.92	2,293.92	03-00 0000-000	0000	7100-000 4400-000 064
002336	GABRIELA E. GREGORY	12-449084		11.49	03-00 0000-000	1110	1000-000 4300-011 012
002336	GABRIELA E. GREGORY	12-449084	11.49	11.49	03-00 0000-000	1110	1000-000 4300-011 012
002578	CLARK SECURITY PRODUCTS	12-449085		127.66	06-00 8150-000	A70020	8100-000 4300-007 070
002578	CLARK SECURITY PRODUCTS	12-449085	127.66	127.66	06-00 8150-000	0000	8100-000 4300-007 070
002711	ROCHESTER 100 INC.	12-449086		64.80	03-00 0000-000	A70414	1000-000 4300-001 018
002711	ROCHESTER 100 INC.	12-449086	64.80	64.80	03-00 0000-000	1110	1000-000 4300-001 018
002858	CORTES TOWING	12-449087		300.00	06-00 8150-000	A70390	8100-000 5600-005 070
002858	CORTES TOWING	12-449087	300.00	300.00	06-00 8150-000	0000	8100-000 5600-005 070
002981	TIFCO INDUSTRIES	12-449088		254.85	06-00 8150-000	A70037	8100-000 4300-007 070
002981	TIFCO INDUSTRIES	12-449088	254.85	254.85	06-00 8150-000	0000	8100-000 4300-007 070
002990	ULINE	12-449089		327.76	03-00 0000-000	A70411	7200-000 4300-011 062
002990	ULINE	12-449089	327.76	327.76	03-00 0000-000	0000	7200-000 4300-011 062

Foot

COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

FIS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 10/14/2015 AT 20:12
 DISTRICT: 033

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-449073	7.47	7.47	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-449073					
001278	JOHNSON CONTROLS	12-449074					
001278	JOHNSON CONTROLS	12-449074	2,949.46				
001502	CALIFORNIA DEPT. OF JUSTICE	12-449075					
001502	CALIFORNIA DEPT. OF JUSTICE	12-449075	1,436.00				
001527	RANCHO SAN DIEGO NURSERY INC	12-449076					
001527	RANCHO SAN DIEGO NURSERY INC	12-449076	306.50				
001641	XEROX CORPORATION	12-449077					
001641	XEROX CORPORATION	12-449077	5,738.93				
001727	SAN DIEGO ELECTRIC	12-449078					
001727	SAN DIEGO ELECTRIC	12-449078	69.01				
001755	WILLIAM V. MAC GILL & CO.	12-449079					
001755	WILLIAM V. MAC GILL & CO.	12-449079	53.64				
001775	STAPLES, INC.	12-449080					
001775	STAPLES, INC.	12-449080	53.64				

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VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
000370	DUNN-EDWARDS CORP.	12-449066		262.73 262.73 30.77 30.77 36.43 36.43 12.94 12.94	060651 06-00 8150-000 060652 06-00 8150-000 060674 06-00 8150-000 060675 06-00 8150-000	A70028 8100-000 4300-007 070 A70028 8100-000 4300-007 070 A70028 8100-000 4300-007 070 A70028 8100-000 4300-007 070
000370	DUNN-EDWARDS CORP.	12-449066	342.87			
000583	VIRCO INC	12-449067		1,166.55 1,166.55	657911 03-00 0000-000	A70379 1110 1000-000 4400-000 018
000583	VIRCO INC	12-449067	1,166.55			
000775	REFRIGERATION SUPPLIES	12-449068		21.46 21.46 380.97 380.97	128980 06-00 8150-000 298400 06-00 8150-000	A70014 8100-000 4300-007 070 A70014 8100-000 4300-007 070
000775	REFRIGERATION SUPPLIES	12-449068	402.43			
000801	GRAINGER	12-449069		24.14 24.14 162.48 162.48 161.85 161.85	147390 06-00 8150-000 482926 06-00 8150-000 787754 06-00 8150-000	A70021 8100-000 4300-007 070 A70021 8100-000 4300-007 070 A70021 8100-000 4300-007 070
000801	GRAINGER	12-449069	348.47			
000809	OFFICE DEPOT	12-449070		20.51 20.51 47.51 47.51	222022 06-00 6500-000 838001 06-00 6500-000	A70278 5770 1190-000 4300-011 054 A70407 5770 1190-000 4300-001 054
000809	OFFICE DEPOT	12-449070	68.02			
001061	DANIEL CHAVEZ	12-449071		47.71 47.71	DANIEL 03-00 0000-000	1110 1000-000 4300-001 025
001061	DANIEL CHAVEZ	12-449071	47.71			
001093	KONE INC	12-449072		1,056.33 1,056.33 1,056.33 1,056.33	KONE 06-00 8150-000 KONE1 06-00 8150-000	A70010 8100-000 5600-005 070 A70010 8100-000 5600-005 070
001093	KONE INC	12-449072	2,112.66			
001166	HOME DEPOT CREDIT SERVICES	12-449073		7.47	HOMEDP	A70017
001166	HOME DEPOT CREDIT SERVICES	12-449073	7.47			

Post

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000043	PRUDENTIAL OVERALL	12-449060		149.70	526604	A70058	8200-000 4300-014 069
			346.20	149.70	03-00 0300-070	0000	8200-000 4300-014 069
				23.40	531078	A70058	8200-000 4300-014 069
				23.40	03-00 0300-070	0000	8200-000 4300-014 069
				149.70	532960	A70058	8200-000 4300-014 069
				149.70	03-00 0300-070	0000	8200-000 4300-014 069
				23.40	532961	A70058	8200-000 4300-014 069
				23.40	03-00 0300-070	0000	8200-000 4300-014 069
000043	PRUDENTIAL OVERALL	12-449060	346.20				
000069	CITY TREASURER	12-449061		16,576.94	WATER		
			16,576.94	16,576.94	03-00 0000-000	0000	8200-000 5500-004 069
000069	CITY TREASURER	12-449061	16,576.94				
000136	WAXIE SANITARY SUPPLY	12-449062		77.70	542503	A70383	8200-000 4300-020 024
			11,380.12	77.70	03-00 0000-000	0000	8200-000 4300-020 024
				2,298.63	544540	A70383	8200-000 4300-020 024
				2,298.63	03-00 0000-000	0000	8200-000 4300-020 024
				1,224.88	544541	A70392	8200-000 4300-020 022
				1,224.88	03-00 0000-000	0000	8200-000 4300-020 022
				3,117.98	544542	A70386	8200-000 4300-020 016
				3,117.98	03-00 0000-000	0000	8200-000 4300-020 016
				4,395.10	552263	A70436	8200-000 4300-020 022
				4,395.10	03-00 0000-000	0000	8200-000 4300-020 022
				265.83	716100	A70436	8200-000 4300-020 022
				265.83	03-00 0000-000	0000	8200-000 4300-020 022
000136	WAXIE SANITARY SUPPLY	12-449062	11,380.12				
000140	SAM & ROSE STEIN EDUCATION	12-449063		3,750.03	STAIN	A70079	1180-000 5800-009 054
			3,750.03	3,750.03	06-00 6500-000	5750	1180-000 5800-009 054
000140	SAM & ROSE STEIN EDUCATION	12-449063	3,750.03				
000273	SCHOLASTIC , INC	12-449064		707.85	611523	A61106	1000-000 4300-001 020
			3,038.75	707.85	03-00 0000-000	1110	1000-000 4300-001 020
				972.40	615616	A61139	1000-000 4300-001 025
				972.40	06-00 3010-000	1110	1000-000 4300-001 025
				1,358.50	621042	A61227	1000-000 4300-001 012
				1,358.50	03-00 0300-012	1110	1000-000 4300-001 012
000273	SCHOLASTIC , INC	12-449064	3,038.75				
000279	COURTNEY TIRE SERVICE	12-449065		1,130.34	67255	A70265	8100-000 4300-007 070
			1,130.34	1,040.34	06-00 8150-000	0000	8100-000 4300-007 070
				90.00	06-00 8150-000	0000	8100-000 5600-005 070
000279	COURTNEY TIRE SERVICE	12-449065	1,130.34				
000279	DUNN-EDWARDS CORP.	12-449066					

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000778	SAFEWAY INC.	12-448813		152.80	VONS	A70072	
				152.80	13-00 5310-000	0000	3700-000 4700-002 085
				43.96	VONS1	A70107	
				43.96	13-00 5310-000	0000	3700-000 4700-001 085
000778	SAFEWAY INC.	12-448813	196.76				
000786	P&R PAPER SUPPLY COMPANY, INC.	12-448814		6,714.17	PRSUPL		
				6,714.17	13-00 5310-000	0000	0000-000 9320-000 000
000801	GRAINGER	12-448815		321.99	771830	A70098	
				321.99	13-00 5310-000	0000	3700-000 4300-007 085
000887	SAN DIEGO RESTAURANT SUPPLY	12-448816		10,581.84	254891	A70244	
				10,581.84	13-00 5310-000	0000	3700-000 6400-005 085
000887	SAN DIEGO RESTAURANT SUPPLY	12-448816	10,581.84				
001079	PENSKE TRUCK LEASING	12-448817		1,977.45	135672	A70442	
				1,977.45	13-00 5310-000	0000	3700-000 5600-005 085
002771	SMART & FINAL	12-448818		12.48	SMART	A70128	
				12.48	13-00 5310-000	0000	3700-000 4700-002 085
002771	SMART & FINAL	12-448818	12.48				
003524	ACE COOLING & FREEZING	12-448819		195.00	67730	A70075	
				195.00	13-00 5310-000	0000	3700-000 5600-005 012
				3,866.66	67979	A70118	
				3,866.66	13-00 5310-000	0000	3700-000 5800-010 016
				245.00	67993	A70118	
				245.00	13-00 5310-000	0000	3700-000 5800-010 016
				151.00	67994	A70118	
				151.00	13-00 5310-000	0000	3700-000 5800-010 020
				1,350.00	68001	A70118	
				1,350.00	13-00 5310-000	0000	3700-000 5800-010 020
003524	ACE COOLING & FREEZING	12-448819	5,807.66				
003524	ACE COOLING & FREEZING	12-448819		205.00	PRUDEN	A70126	
				25.00	13-00 5310-000	0000	3700-000 5600-005 012
				35.00	13-00 5310-000	0000	3700-000 5600-005 016
				35.00	13-00 5310-000	0000	3700-000 5600-005 018
				35.00	13-00 5310-000	0000	3700-000 5600-005 020
				25.00	13-00 5310-000	0000	3700-000 5600-005 022
003524	ACE COOLING & FREEZING	12-448819		205.00	PRUDEN	A70126	
				25.00	13-00 5310-000	0000	3700-000 5600-005 012
				35.00	13-00 5310-000	0000	3700-000 5600-005 016
				35.00	13-00 5310-000	0000	3700-000 5600-005 018
				35.00	13-00 5310-000	0000	3700-000 5600-005 020
				25.00	13-00 5310-000	0000	3700-000 5600-005 022
003524	ACE COOLING & FREEZING	12-448819	5,807.66				
003524	ACE COOLING & FREEZING	12-448819		205.00	PRUDEN	A70126	
				25.00	13-00 5310-000	0000	3700-000 5600-005 012
				35.00	13-00 5310-000	0000	3700-000 5600-005 016
				35.00	13-00 5310-000	0000	3700-000 5600-005 018
				35.00	13-00 5310-000	0000	3700-000 5600-005 020
				25.00	13-00 5310-000	0000	3700-000 5600-005 022

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COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 13-00: CAFETERIA SPCL REVENUE FUND

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004091	PRUDENTIAL OVERALL SUPPLY	12-448820		25.00	13-00 5310-000	0000	3700-000 5600-005 024
004091	PRUDENTIAL OVERALL SUPPLY	12-448820	205.00	25.00	13-00 5310-000	0000	3700-000 5600-005 025
004203	MEXAM ENTERPRISES, INC.	12-448821		171.18	142265	A70102	
004203	MEXAM ENTERPRISES, INC.	12-448821	171.18	171.18	13-00 5310-000	0000	3700-000 4300-026 085
004398	AMERICAN PRODUCE DISTRIBUTORS	12-448822		3,864.70	AMEPRO	A70090	
004398	AMERICAN PRODUCE DISTRIBUTORS	12-448822	3,864.70	490.70	13-00 5310-000	0000	3700-000 4700-001 012
004462	GALASSO'S BAKERY	12-448823		693.00	13-00 5310-000	0000	3700-000 4700-001 016
				583.90	13-00 5310-000	0000	3700-000 4700-001 018
				738.50	13-00 5310-000	0000	3700-000 4700-001 020
				473.90	13-00 5310-000	0000	3700-000 4700-001 022
				476.45	13-00 5310-000	0000	3700-000 4700-001 024
				408.25	13-00 5310-000	0000	3700-000 4700-001 025
004462	GALASSO'S BAKERY	12-448823		256.70	527807	A70097	
				256.70	13-00 5310-000	0000	3700-000 4700-001 016
				141.20	527808	A70097	
				141.20	13-00 5310-000	0000	3700-000 4700-001 025
				162.45	527809	A70097	
				162.45	13-00 5310-000	0000	3700-000 4700-001 012
				207.70	527810	A70097	
				207.70	13-00 5310-000	0000	3700-000 4700-001 018
				283.70	527811	A70097	
				283.70	13-00 5310-000	0000	3700-000 4700-001 020
				100.80	527814	A70097	
				100.80	13-00 5310-000	0000	3700-000 4700-001 022
				89.50	527815	A70097	
004462	GALASSO'S BAKERY	12-448823	1,242.05	89.50	13-00 5310-000	0000	3700-000 4700-001 024

*** TOTALS FOR FUND *** 31,095.28 (INVOICE)
 31,095.28 (DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-448546		15.08	022843	A70017	
				15.08	06-00 8150-000	0000	8100-000 4300-007 070
				1,317.56	970327	A70017	
				1,317.56	06-00 6500-000	5770	1190-000 4400-000 054
001161	HOME DEPOT CREDIT SERVICES	12-448546	1,332.64				
004790	DOMINO EVENTS	12-448547		1,300.00	CAASFE	A70288	
				1,300.00	03-00 0000-001	1110	1000-000 5200-003 061
004790	DOMINO EVENTS	12-448547	1,300.00				
004811	MICHELLE HERNANDEZ	12-448548		232.72	MICHEL		
				232.72	03-00 0000-000	0000	3900-000 2900-002 018
004811	MICHELLE HERNANDEZ	12-448548	232.72				
004812	CARMEN MARTINEZ-RIVERA	12-448549		500.00	CARMEN		
				500.00	03-00 0000-001	1110	1000-000 1100-001 024
004812	CARMEN MARTINEZ-RIVERA	12-448549	500.00				
	UNRESTRICTED		2,032.72				
	RESTRICTED		1,332.64				

*** TOTALS FOR FUND ***
 UNRESTRICTED 2,032.72
 RESTRICTED 1,332.64
 3,365.36 (INVOICE)
 3,365.36 (DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003766	MICHAEL BAKER INTERNATIONAL	12-447695		1,231.45	917993	A70149	
003766	MICHAEL BAKER INTERNATIONAL	12-447695	1,231.45	1,231.45	21-10 9010-000	0000 8100-000	5800-010 025
004226	BLUE COAST CONSULTING	12-447696		110.00	000004	A61295	
004226	BLUE COAST CONSULTING	12-447696	110.00	110.00	21-10 9010-000	0000 8100-000	5800-010 022
*** TOTALS FOR FUND ***			1,341.45				1,341.45 (INVOICE) 1,341.45 (DISTRIBUTION)

7.01

SAN YSIDRO
 FUND 13-00: CAFETERIA SPCL REVENUE FUND

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- INVOICE AMOUNT	----- NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-447694		236.18	XEROX2	A70305	
001641	XEROX CORPORATION	12-447694	236.18	236.18	13-00 5310-000	0000 3700-000 5600-005 085	
*** TOTALS FOR FUND ***			236.18	236.18			(INVOICE)
				236.18			(DISTRIBUTION)

7-050

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000073	SOUTHLAND TECHNOLOGY, INC.	12-447692		147.92	63874	A70396	
				147.92	12-06 6105-000	0001	1000-000 5600-006 076
				295.84	64083	A70395	
				295.84	12-06 6105-000	0001	1000-000 5600-006 076
				337.92	64246	A70397	
				337.92	12-06 6105-000	0001	1000-000 5600-005 076
				775.39	64247	A70393	
				775.39	12-06 6105-000	0001	1000-000 5600-005 076
				775.39	64248	A70394	
				775.39	12-06 6105-000	0001	1000-000 5600-005 076
				796.99	64303	A70389	
				796.99	12-06 6105-000	0001	1000-000 5600-005 076
000073	SOUTHLAND TECHNOLOGY, INC.	12-447692	3,129.45				
001641	XEROX CORPORATION	12-447693		472.36	XEROX1	A70301	
				472.36	12-06 6105-000	0001	1000-000 5600-006 076
001641	XEROX CORPORATION	12-447693	472.36				

*** TOTALS FOR FUND *** 3,601.81 (INVOICE)
 3,601.81 (DISTRIBUTION)

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FIS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 10/06/2015 AT 20:41
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

PAGE 64
 WARRANT DATE 10/07/2015

VENDOR NUMBER	VENDOR NAME	----- NUMBER	WARRANT AMOUNT	----- AMOUNT	INVOICE NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
004801	EAST L.A. CLASSIC THEATRE	12-447687		22,500.00	1024	A70428	1000-000 5600-005 061
004801	EAST L.A. CLASSIC THEATRE	12-447687		22,500.00	03-00 0000-001	1110	1000-000 5600-005 061
01641A	XEROX CORPORATION	12-447688		941.29	XERDX	A70163	7200-000 5600-001 073
01641A	XEROX CORPORATION	12-447688		941.29	03-00 0000-000	0000	7200-000 5600-001 073
04780A	JENNIFER LIN WONG	12-447689		698.75	JENFER	A70255	7200-000 5800-010 064
04780A	JENNIFER LIN WONG	12-447689		698.75	03-00 0000-000	0000	7200-000 5800-010 064
04781A	LUZ E LARIOS CONSULTANT &	12-447690		727.30	00130A	A70241	7200-000 5800-010 064
04781A	LUZ E LARIOS CONSULTANT &	12-447690		727.30	03-00 0000-000	0000	7200-000 5800-010 064
500045	JUAN MURILLO	12-447691		81.22	JUANIM		3900-000 5200-002 054
500045	JUAN MURILLO	12-447691		81.22	06-00 6500-000	5001	3900-000 5200-002 054
	UNRESTRICTED			299,126.50			
	RESTRICTED			46,626.98			
***	TOTALS FOR FUND			345,753.48			(INVOICE)
							(DISTRIBUTION)

345,753.48
 345,753.48

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004601	SIR SPEEDY PRINTING 02890	12-447677		70.72	21024	A70365	7200-000 4300-011 071
004601	SIR SPEEDY PRINTING 02890	12-447677	70.72	70.72	03-00 0000-000	0000	7200-000 4300-011 071
004628	FOLLETT SCHOOL SOLUTIONS, INC	12-447678		207.23	03326D	A61243	1000-000 4300-001 024
004628	FOLLETT SCHOOL SOLUTIONS, INC	12-447678	207.23	207.23	06-00 3010-000	1110	1000-000 4300-001 024
004678	AMAZON.COM, INC.	12-447679		2,247.98	AMAZON	A70271	7100-000 4400-000 063
004678	AMAZON.COM, INC.	12-447679	2,247.98	1,078.10	03-00 0000-000	0000	7100-000 4400-000 063
004727	THE CITY LINK FOUNDATION	12-447680		918.00	AMZON1	A70000	7100-000 4400-000 063
004727	THE CITY LINK FOUNDATION	12-447680	918.00	1,169.88	03-00 0000-000	0000	7100-000 4400-000 063
004748	THE MARKETBOARD PEOPLE	12-447681		600.00	CITYLI	A70266	3600-000 5600-005 074
004748	THE MARKETBOARD PEOPLE	12-447681	600.00	918.00	03-00 0982-000	0000	3600-000 5600-005 074
004779	JULIO FONSECA	12-447682		24.00	201782	A70300	1000-000 4300-001 020
004779	JULIO FONSECA	12-447682	24.00	600.00	03-00 0000-000	1110	1000-000 4300-001 020
004780	JENNIFER LIN WONG	12-447683		5,000.00	JULIO		7100-000 5200-002 064
004780	JENNIFER LIN WONG	12-447683	5,000.00	24.00	03-00 0000-000	0000	7100-000 5200-002 064
004781	LUZ E LARIOS, CONSULTANT &	12-447684		6,562.50	WONG	A70154	7200-000 5800-010 064
004781	LUZ E LARIOS, CONSULTANT &	12-447684	6,562.50	5,000.00	03-00 0000-000	0000	7200-000 5800-010 064
004783	MAX-ABILITY, INC.	12-447685		5,227.20	000130	A70155	7200-000 5800-010 064
004783	MAX-ABILITY, INC.	12-447685	5,227.20	6,562.50	03-00 0000-000	0000	7200-000 5800-010 064
004796	MANSION ATHLETICS	12-447686		220.76	9594	A70225	1190-000 4400-000 054
004796	MANSION ATHLETICS	12-447686	220.76	5,227.20	06-00 6500-000	5770	1190-000 4400-000 054
004800	EAST L.A. CLASSIC THEATRE	12-447687		220.76	MANSIO	A70312	1000-000 4300-001 020
004800	EAST L.A. CLASSIC THEATRE	12-447687	220.76	220.76	03-00 0000-000	1110	1000-000 4300-001 020

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003888	STANLEY CONVERGENT SECURITY	12-447669		251.00	705857	A70373	
003888	STANLEY CONVERGENT SECURITY	12-447669	251.00	251.00	06-00 8150-000	0000 8100-000	5600-005 070
003909	TEAMTALK NETWORK	12-447670		278.46	44085	A70061	
003909	TEAMTALK NETWORK	12-447670	278.46	278.46	03-00 0982-000	0000 3600-000	5600-005 074
004218	ALICIA MARISCAL	12-447671		500.00	251554	A70424	
004218	ALICIA MARISCAL	12-447671	500.00	500.00	03-00 0300-070	0000 8200-000	5600-005 069
004231	PRO POWER	12-447672		353.11	105314	A70057	
004231	PRO POWER	12-447672	810.03	353.11	03-00 0300-070	0000 8200-000	4300-014 069
004571	DOMTAR PAPER LLC	12-447673		73.74	105317	A70057	
004571	DOMTAR PAPER LLC	12-447673	5,702.40	73.74	03-00 0300-070	0000 8200-000	4300-014 069
004571	DOMTAR PAPER LLC	12-447673		83.18	105845	A70057	
004571	DOMTAR PAPER LLC	12-447673	5,702.40	83.18	03-00 0300-070	0000 8200-000	4300-014 069
004578	STAFF REHAB	12-447674		80.73	105846	A70057	
004578	STAFF REHAB	12-447674	5,580.00	80.73	03-00 0300-070	0000 8200-000	4300-014 069
004578	STAFF REHAB	12-447674		127.12	106028	A70057	
004578	STAFF REHAB	12-447674	5,580.00	127.12	03-00 0300-070	0000 8200-000	4300-014 069
004580	CRIMSON CENTER FOR SPEECH-	12-447675		92.15	106029	A70057	
004580	CRIMSON CENTER FOR SPEECH-	12-447675	1,500.00	92.15	03-00 0300-070	0000 8200-000	4300-014 069
004589	ESTHER VALLE	12-447676		5,702.40	129412		
004589	ESTHER VALLE	12-447676	5,702.40	5,702.40	03-00 0000-000	0000 0000-000	9320-000 000
004589	ESTHER VALLE	12-447676		2,480.00	8863	A70081	
004589	ESTHER VALLE	12-447676	5,580.00	2,480.00	06-00 6500-000	5001 3900-000	5600-005 052
004589	ESTHER VALLE	12-447676		3,100.00	8906	A70081	
004589	ESTHER VALLE	12-447676	5,580.00	3,100.00	06-00 6500-000	5001 3900-000	5600-005 052
004589	ESTHER VALLE	12-447676		1,500.00	901150	A70380	
004589	ESTHER VALLE	12-447676	1,500.00	1,500.00	06-00 6500-000	5001 3900-000	5600-005 052
004589	ESTHER VALLE	12-447676		437.00	ESTHER		
004589	ESTHER VALLE	12-447676	437.00	437.00	06-00 6500-000	5001 3900-000	5200-002 054
004589	SIR SPEEDY PRINTING O2890	12-447677					
004589	SIR SPEEDY PRINTING O2890	12-447677					

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002976	FEDEX	12-447660		30.24	FEDEX A70009		7200-000 5900-012 071
002976	FEDEX	12-447660	30.24		03-00 0000-000 0000		7200-000 5900-012 071
003145	VALLEY INDUSTRIAL SPECIALTIES	12-447661		156.25	220035 A70022		8100-000 4300-007 070
003145	VALLEY INDUSTRIAL SPECIALTIES	12-447661	156.25		06-00 8150-000 0000		8100-000 4300-007 070
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-447662		205.00	000786 A70359		1000-000 5200-003 061
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-447662	205.00		06-00 3010-003 1110		1000-000 5200-003 061
003313	BEST BUY	12-447663		221.37	092415 A70420		1000-000 5200-003 061
003313	BEST BUY	12-447663	221.37		03-00 0000-001 1110		1000-000 5200-003 061
003377	SOUTHWEST SCHOOL & OFFICE	12-447664		5,302.19	059240		0000 0000-000 4300-011 071
003377	SOUTHWEST SCHOOL & OFFICE	12-447664	5,302.19		03-00 0000-000 0000		7200-000 4300-011 071
003420	NEXUS IS, INC.	12-447665		21.00	05843		0000 0000-000 9320-000 000
003420	NEXUS IS, INC.	12-447665	21.00		03-00 0000-000 0000		0000 0000-000 9320-000 000
003598	BJ'S RENTALS, INC.	12-447666		46.80	645425 A70040		0000 8200-000 4300-014 069
003598	BJ'S RENTALS, INC.	12-447666	46.80		03-00 0300-070 0000		8200-000 4300-014 069
003626	SCHOOL EMPLOYERS ASSOCIATION	12-447667		3,225.00	M15120 A70421		0000 7200-000 5300-000 062
003626	SCHOOL EMPLOYERS ASSOCIATION	12-447667	3,225.00		03-00 0000-000 0000		7200-000 5300-000 062
003749	ANGELA DE LEON	12-447668		23.98	NCP151 A70426		0000 7200-000 5200-003 062
003749	ANGELA DE LEON	12-447668	23.98		03-00 0000-000 0000		7200-000 5200-003 062
003889	STANLEY CONVERGENT SECURITY	12-447669		23.98	ANGELA		1110 1000-000 4300-333 020
003889	STANLEY CONVERGENT SECURITY	12-447669	23.98		03-00 0300-020 1110		1000-000 4300-333 020

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002102	A-Z BUS SALES, INC.	12-447653	236.00	82.44	601347	A70065	3600-000 4300-023 074
002102	A-Z BUS SALES, INC.	12-447653		82.44	03-00 0982-000	0000	3600-000 4300-023 074
002151	RANCHO AUTO & TRUCK PARTS	12-447654	27.67	27.67	238376	A70016	8100-000 4300-007 070
002151	RANCHO AUTO & TRUCK PARTS	12-447654		27.67	06-00 8150-000	0000	8100-000 4300-007 070
002529	GCR TIRE CENTERS	12-447655		1,171.74	37163	A70052	3600-000 5600-005 074
				1,171.74	03-00 0982-000	0000	3600-000 5600-005 074
				391.43	37165	A70052	3600-000 5600-005 074
				391.43	03-00 0982-000	0000	3600-000 5600-005 074
				792.25	37166	A70052	3600-000 5600-005 074
				792.25	03-00 0982-000	0000	3600-000 5600-005 074
				966.13	37167	A70052	3600-000 5600-005 074
				966.13	03-00 0982-000	0000	3600-000 5600-005 074
				123.52	37168	A70052	3600-000 5600-005 074
				123.52	03-00 0982-000	0000	3600-000 5600-005 074
002529	GCR TIRE CENTERS	12-447655	3,445.07				
002545	SKS, INC.	12-447656		541.93	127254	A70062	3600-000 4300-022 074
				541.93	03-00 0982-000	0000	3600-000 4300-022 074
				874.67	127265	A70062	3600-000 4300-022 074
				874.67	03-00 0982-000	0000	3600-000 4300-022 074
				427.16	272808	A70062	3600-000 4300-022 074
				427.16	03-00 0982-000	0000	3600-000 4300-022 074
002545	SKS, INC.	12-447656	1,843.76				
002650	IMPERIAL SPRINKLER SUPPLY	12-447657		23.16	238427	A70053	8200-000 4300-014 069
				23.16	03-00 0300-070	0000	8200-000 4300-014 069
				54.22	377054	A70053	8200-000 4300-014 069
				54.22	03-00 0300-070	0000	8200-000 4300-014 069
				9.85	384272	A70053	8200-000 4300-014 069
				9.85	03-00 0300-070	0000	8200-000 4300-014 069
002650	IMPERIAL SPRINKLER SUPPLY	12-447657	87.23				
002909	AT&T	12-447658		2,707.90	PHONES		5900-003 069
				2,707.90	03-00 0000-000	0000	8200-000 5900-003 069
002909	AT&T	12-447658	2,707.90				
002963	SCHMIDT FIRE PROTECTION CO INC	12-447659		1,999.00	98549	A70292	8100-000 5600-005 070
				1,999.00	06-00 8150-000	0000	8100-000 5600-005 070
				1,859.00	98550	A70295	8100-000 5600-005 070
				1,859.00	06-00 8150-000	0000	8100-000 5600-005 070
002966	SCHMIDT FIRE PROTECTION CO INC	12-447659	3,858.00				

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COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-447645	18,411.79	1,493.70	03-00 0000-000	1110	1000-000 5600-006 022
				2,730.59	03-00 0000-000	1110	1000-000 5600-006 024
				2,038.33	03-00 0000-000	1110	1000-000 5600-006 025
				382.83	06-00 6500-000	5750	1110-000 5600-005 054
001641	XEROX CORPORATION	12-447645	18,411.79				
001642	HANDY METAL MART	12-447646		309.45	394254	A70364	
				309.45	03-00 0982-000	0000	3600-000 4300-023 074
001642	HANDY METAL MART	12-447646					
001678	ANITA GILLCHREST	12-447647					
				57.50	ANITA		
				57.50	06-00 6500-000	5001	3900-000 5200-002 054
001678	ANITA GILLCHREST	12-447647					
001755	WILLIAM V. MAC GILL & CO.	12-447648					
				286.20	531285	A70277	
				286.20	06-00 6500-000	5770	1190-000 4300-010 054
001755	WILLIAM V. MAC GILL & CO.	12-447648					
002030	SCRIPPS NATIONAL SPELLING BEE	12-447649					
				143.50	SPEBEE	A70353	
				143.50	03-00 0000-000	1110	1000-000 5200-003 022
002030	SCRIPPS NATIONAL SPELLING BEE	12-447649					
002032	ASELTINE SCHOOL	12-447650					
				9,303.42	ASLTIN	A70080	
				9,303.42	06-00 6500-000	5750	1180-000 5800-009 054
				7,114.38	ASLTN1	A70080	
				7,114.38	06-00 6500-000	5750	1180-000 5800-009 054
				729.68	ASLTN2	A70080	
				729.68	06-00 6500-000	5750	1180-000 5800-009 054
002032	ASELTINE SCHOOL	12-447650					
				17,147.48			
002037	PERMA BOUND PUB.	12-447651					
				126.68	901801	A61309	
				126.68	06-00 3010-000	1110	1000-000 4200-000 018
				76.23	901802	A61309	
				76.23	06-00 3010-000	1110	1000-000 4200-000 018
002037	PERMA BOUND PUB.	12-447651					
				202.91			
002070	MARIA TERESA RODRIGUEZ	12-447652					
				49.14	TERESA		
				49.14	03-00 0300-020	1110	1000-000 4300-333 020
002070	MARIA TERESA RODRIGUEZ	12-447652					
				89.94	601340	A70065	
				89.94	03-00 0982-000	0000	3600-000 4300-023 074
				63.62	601342	A70065	
				63.62	03-00 0982-000	0000	3600-000 4300-023 074
002102	A-Z BUS SALES, INC.	12-447653					

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001383	BUS WEST	12-447641	105.46				
001438	REPUBLIC SERVICES #509	12-447642		12,674.85	TRASH 03-00 0300-070	0000 8200-000	5500-005 069
001438	REPUBLIC SERVICES #509	12-447642					
001510	EWING IRRIGATION	12-447643					
001510	EWING IRRIGATION	12-447643	3,500.78				
001621	MANUEL BOJORQUEZ	12-447644					
001621	MANUEL BOJORQUEZ	12-447644		26.00	MANUEL 03-00 0000-000	1110 1000-000	4300-011 020
001641	XEROX CORPORATION	12-447645					
				18,411.79	XEROX3 03-00 0000-000	A70296	7100-000 5600-006 064
				389.06	03-00 0000-000	0000	7200-000 5600-006 061
				403.07	03-00 0000-000	0000	7200-000 5600-006 062
				416.26	03-00 0000-000	0000	7200-000 5600-006 071
				396.75	03-00 0000-000	0000	7200-000 5600-006 069
				367.67	03-00 0000-000	0000	7200-000 5600-006 012
				1,617.75	03-00 0000-000	1110	1000-000 5600-006 016
				3,053.26	03-00 0000-000	1110	1000-000 5600-006 018
				2,546.10	03-00 0000-000	1110	1000-000 5600-006 020
				2,576.42	03-00 0000-000	1110	1000-000 5600-006 020

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COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001093	KONE INC	12-447637	2,543.11				
001161	HOME DEPOT CREDIT SERVICES	12-447638		47.48	012261	A70017	4300-007 070
				47.48	06-00 8150-000	0000 8100-000	4300-007 070
				50.07	012411	A70017	4300-007 070
				50.07	06-00 8150-000	0000 8100-000	4300-007 070
				11.29	012741	A70017	4300-007 070
				11.29	06-00 8150-000	0000 8100-000	4300-007 070
				3.53	012753	A70017	4300-007 070
				3.53	06-00 8150-000	0000 8100-000	4300-007 070
				8.16	013290	A70017	4300-007 070
				8.16	06-00 8150-000	0000 8100-000	4300-007 070
				147.61	026617	A70017	4300-007 070
				147.61	06-00 8150-000	0000 8100-000	4300-007 070
				15.10	300819	A70054	4300-014 069
				15.10	03-00 0300-070	0000 8200-000	4300-014 069
				56.16	310242	A70054	4300-014 069
				56.16	03-00 0300-070	0000 8200-000	4300-014 069
				8.62	564126	A70017	4300-007 070
				8.62	06-00 8150-000	0000 8100-000	4300-007 070
				170.83	564813	A70017	4300-007 070
				170.83	06-00 8150-000	0000 8100-000	4300-007 070
				8.62	570427	A70017	4300-007 070
				8.62	06-00 8150-000	0000 8100-000	4300-007 070
				14.01	571985	A70017	4300-007 070
				14.01	06-00 8150-000	0000 8100-000	4300-007 070
				12.83	580362	A70017	4300-007 070
				12.83	06-00 8150-000	0000 8100-000	4300-007 070
				30.00	587015	A70017	4300-007 070
				30.00	06-00 8150-000	0000 8100-000	4300-007 070
				10.35	587017	A70017	4300-007 070
				10.35	06-00 8150-000	0000 8100-000	4300-007 070
			594.66				
001278	JOHNSON CONTROLS	12-447639		495.00	051686	A70401	5600-005 070
				495.00	06-00 8150-000	0000 8100-000	5600-005 070
				1,052.96	176193	A70401	5600-005 070
				1,052.96	06-00 8150-000	0000 8100-000	5600-005 070
				1,817.00	774292	A70291	5600-005 070
				1,817.00	06-00 8150-000	0000 8100-000	5600-005 070
			3,364.96				
001339	PITNEY BOWES	12-447640		178.72	PITNEY	A61361	5600-005 071
				178.72	03-00 0000-000	0000 7200-000	5600-005 071
001339	PITNEY BOWES	12-447640	178.72				
001383	BUS WEST	12-447641		105.46	125124	A70044	4300-023 074
				105.46	03-00 0982-000	0000 3600-000	4300-023 074

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VENDOR NUMBER	VENDOR NAME	----- NUMBER	WARRANT AMOUNT	----- AMOUNT	----- INVOICE NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
00067A	SAN DIEGO GAS & ELECTRICT	12-447633			320.70	03-00 0000-000	0000 8200-000 5500-002 069
00067A	SAN DIEGO GAS & ELECTRICT	12-447633	111,666.49		145.57	219500 A70014	
000775	REFRIGERATION SUPPLIES	12-447634			145.57	06-00 8150-000	0000 8100-000 4300-007 070
000775	REFRIGERATION SUPPLIES	12-447634	177.03		31.46	272900 A70014	
000775	REFRIGERATION SUPPLIES	12-447634			31.46	06-00 8150-000	0000 8100-000 4300-007 070
000809	OFFICE DEPOT	12-447635			164.14	040002	
000809	OFFICE DEPOT	12-447635			164.14	03-00 0000-000	0000 0000-000 9320-000 000
000809	OFFICE DEPOT	12-447635			555.16	222001 A70278	
000809	OFFICE DEPOT	12-447635			555.16	06-00 6500-000	5770 1190-000 4300-011 054
000809	OFFICE DEPOT	12-447635			733.92	271001 A70319	
000809	OFFICE DEPOT	12-447635			333.92	03-00 0000-000	1110 1000-000 4300-001 022
000809	OFFICE DEPOT	12-447635			400.00	03-00 0000-000	1110 1000-000 4300-011 022
000809	OFFICE DEPOT	12-447635			109.43	40001	
000809	OFFICE DEPOT	12-447635			109.43	03-00 0000-000	0000 0000-000 9320-000 000
000809	OFFICE DEPOT	12-447635			1,425.73	683001	
000809	OFFICE DEPOT	12-447635			1,425.73	03-00 0000-000	0000 0000-000 9320-000 000
000809	OFFICE DEPOT	12-447635			182.26	732001 A70324	
000809	OFFICE DEPOT	12-447635			182.26	03-00 0000-000	1110 1000-000 4300-001 025
000809	OFFICE DEPOT	12-447635			39.88	810001 A70319	
000809	OFFICE DEPOT	12-447635			39.88	03-00 0000-000	1110 1000-000 4300-001 022
000809	OFFICE DEPOT	12-447635			144.07	811001 A70319	
000809	OFFICE DEPOT	12-447635			144.07	03-00 0000-000	1110 1000-000 4300-001 022
000809	OFFICE DEPOT	12-447635			95.03	812001 A70319	
000809	OFFICE DEPOT	12-447635			95.03	03-00 0000-000	1110 1000-000 4300-001 022
000809	OFFICE DEPOT	12-447635			64.83	814001 A70319	
000809	OFFICE DEPOT	12-447635			64.83	03-00 0000-000	1110 1000-000 4300-001 022
000809	OFFICE DEPOT	12-447635			1,230.94	873001 A70324	
000809	OFFICE DEPOT	12-447635			1,230.94	03-00 0000-000	1110 1000-000 4300-001 025
000809	OFFICE DEPOT	12-447635			21.59	874001 A70324	
000809	OFFICE DEPOT	12-447635			21.59	03-00 0000-000	1110 1000-000 4300-001 025
000809	OFFICE DEPOT	12-447635			7.17	875001 A70324	
000809	OFFICE DEPOT	12-447635			7.17	03-00 0000-000	1110 1000-000 4300-001 025
000809	OFFICE DEPOT	12-447635	4,774.15		7,695.00	4871 A61345	
001082	ASSOCIATED VALUATION SERVICES	12-447636			7,695.00	03-00 0000-000	0000 7200-000 5800-010 071
001082	ASSOCIATED VALUATION SERVICES	12-447636			1,683.25	5018 A70008	
001082	ASSOCIATED VALUATION SERVICES	12-447636			1,683.25	03-00 0000-000	0000 7200-000 5800-010 071
001082	ASSOCIATED VALUATION SERVICES	12-447636	9,378.25		896.50	052632 A70344	
001093	KONE INC	12-447637			896.50	06-00 8150-000	0000 8100-000 5600-005 070
001093	KONE INC	12-447637			1,646.61	052633 A70346	
001093	KONE INC	12-447637			1,646.61	06-00 8150-000	0000 8100-000 5600-005 070

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COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000279	COURTNEY TIRE SERVICE	12-447625	435.64	435.64	03-00 0982-000	0000 3600-000	5600-005 074
000279	COURTNEY TIRE SERVICE	12-447625	435.64	382.31	03-00 0000-000	1110 1000-000	4300-011 016
000281	J&E PRO AUDIO LLC	12-447626		382.31	03-00 0000-000	1110 1000-000	4300-011 016
000281	J&E PRO AUDIO LLC	12-447626		382.31	03-00 0000-000	1110 1000-000	4300-011 016
000370	DUNN-EDWARDS CORP.	12-447627		70.05	059751	A70028	
				70.05	06-00 8150-000	0000 8100-000	4300-007 070
				35.52	059964	A70028	
				35.52	06-00 8150-000	0000 8100-000	4300-007 070
				78.55	059966	A70028	
				78.55	06-00 8150-000	0000 8100-000	4300-007 070
				24.81	060034	A70028	
				24.81	06-00 8150-000	0000 8100-000	4300-007 070
				96.46	060566	A70028	
				96.46	06-00 8150-000	0000 8100-000	4300-007 070
				17.67	060567	A70028	
				17.67	06-00 8150-000	0000 8100-000	4300-007 070
000370	DUNN-EDWARDS CORP.	12-447627	323.06				
000379	HAWTHORNE MACHINERY	12-447628		4,204.26	098926	A70169	
				1,793.76	03-00 0982-000	0000 3600-000	4300-023 074
				2,410.50	03-00 0982-000	0000 3600-000	5600-005 074
000379	HAWTHORNE MACHINERY	12-447628	4,204.26				
000434	AASA	12-447629		447.00	AASA	A70372	
				447.00	03-00 0000-000	0000 7100-000	5300-000 064
000434	AASA	12-447629	447.00				
000457	MARTIN GALANTE	12-447630		48.21	MARTIN		
				48.21	03-00 0000-000	1110 1000-000	4300-001 020
000457	MARTIN GALANTE	12-447630	48.21				
000506	DION INTERNATIONAL TRUCK INC.	12-447631		5,522.50	W20056	A70248	
				5,522.50	03-00 0982-000	0000 3600-000	5600-005 074
000506	DION INTERNATIONAL TRUCK INC.	12-447631	5,522.50				
000592	NATIONAL GEOGRAPHIC SOCIETY	12-447632		100.00	10801	A70354	
				100.00	03-00 0000-000	1110 1000-000	5200-003 022
000592	NATIONAL GEOGRAPHIC SOCIETY	12-447632	100.00				
000592	NATIONAL GEOGRAPHIC SOCIETY	12-447632		111,666.49	SDGE		
				111,345.79	03-00 0000-000	0000 8200-000	5500-001 069
000592	SAN DIEGO GAS & ELECTRICT	12-447633					

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000041	BEAR COM	12-447618		239.38	415454	A70402	
000041	BEAR COM	12-447618	239.38	239.38	03-00 0000-000	1110 1000-000	4300-011 012
000043	PRUDENTIAL OVERALL	12-447619		23.40	528097	A70058	
000043	PRUDENTIAL OVERALL	12-447619	46.80	23.40	03-00 0300-070	0000 8200-000	4300-014 069
000043	PRUDENTIAL OVERALL	12-447619		23.40	529583	A70058	
000043	PRUDENTIAL OVERALL	12-447619		23.40	03-00 0300-070	0000 8200-000	4300-014 069
000067	SAN DIEGO GAS & ELECTRIC	12-447620		47,728.42	GASELE		
000067	SAN DIEGO GAS & ELECTRIC	12-447620	47,728.42	47,728.42	03-00 0000-000	0000 8200-000	5500-001 069
000067	SAN DIEGO GAS & ELECTRIC	12-447620		78.92	03-00 0000-000	0000 8200-000	5500-002 069
000069	CITY TREASURER	12-447621		6,937.29	WATER		
000069	CITY TREASURER	12-447621	6,937.29	6,937.29	03-00 0000-000	0000 8200-000	5500-004 069
000136	WAXIE SANITARY SUPPLY	12-447622		7,320.66	470866	A70318	
000136	WAXIE SANITARY SUPPLY	12-447622	8,889.35	7,320.66	03-00 0000-000	0000 8200-000	4300-020 020
000136	WAXIE SANITARY SUPPLY	12-447622		259.95	486652	A70318	
000136	WAXIE SANITARY SUPPLY	12-447622		128.57	490465	A70348	
000136	WAXIE SANITARY SUPPLY	12-447622		128.57	03-00 0000-000	0000 8200-000	4300-020 018
000136	WAXIE SANITARY SUPPLY	12-447622		391.19	490557	A70348	
000136	WAXIE SANITARY SUPPLY	12-447622		420.92	508561	A70348	
000136	WAXIE SANITARY SUPPLY	12-447622		368.06	509857	A70318	
000136	WAXIE SANITARY SUPPLY	12-447622	8,889.35	368.06	03-00 0000-000	0000 8200-000	4300-020 020
000138	CYNTHIA ARREDONDO	12-447623		43.19	AREDDN		
000138	CYNTHIA ARREDONDO	12-447623		43.19	03-00 0000-000	1110 1000-000	4300-001 020
000138	CYNTHIA ARREDONDO	12-447623		84.44	CYNTIA		
000138	CYNTHIA ARREDONDO	12-447623	127.63	84.44	03-00 0000-000	1110 1000-000	4300-001 020
000140	SAM & ROSE STEIN EDUCATION	12-447624		2,205.90	STEIN	A70079	
000140	SAM & ROSE STEIN EDUCATION	12-447624	2,205.90	2,205.90	06-00 6500-000	5750 1180-000	5800-009 054
000277	COURTNEY TIRE SERVICE	12-447625		435.64	67462	A70391	

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COMMERCIAL WARRANT REGISTER

SAN YSIDRO

FUND 03-00/06-00: GENERAL FUND COMBINED

FIS/PRINT/SERIES12/WARR/REGISTER
PREPARED ON 09/24/2015 AT 20:06
DISTRICT: 033

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- AMOUNT	----- INVOICE NUMBER	----- PURCH ENC #	----- ACCOUNT DISTRIBUTION
000106	CHEVRON U.S.A. INC.	12-445202	3,041.88	3,041.88	CHVRON	0000	8100-000 4300-022 070
			783.66	783.66	06-00	0000	8150-000 4300-022 070
			911.54	911.54	03-00	0000	0000-000 4300-022 069
			1,346.68	1,346.68	03-00	0982-000	0000 3600-000 4300-022 074
000106	CHEVRON U.S.A. INC.	12-445202	3,041.88	3,041.88			
	UNRESTRICTED		2,258.22	2,258.22			
	RESTRICTED		783.66	783.66			
***	TOTALS FOR FUND		3,041.88	3,041.88			3,041.88 (INVOICE)
							3,041.88 (DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004462	GALASSO'S BAKERY	12-444460	1,603.35	525708	5310-000	A70097	3700-000 4700-001 012
				156.60	13-00 5310-000	0000	3700-000 4700-001 016
				295.85	13-00 5310-000	0000	3700-000 4700-001 018
				273.20	13-00 5310-000	0000	3700-000 4700-001 020
				272.10	13-00 5310-000	0000	3700-000 4700-001 022
				129.50	13-00 5310-000	0000	3700-000 4700-001 024
				318.45	13-00 5310-000	0000	3700-000 4700-001 025
				157.65	13-00 5310-000	0000	3700-000 4700-001 025
004678	AMAZON.COM, INC.	12-444461	390.50	091015	5310-000	A70309	3700-000 4300-026 085
				390.50	13-00 5310-000	0000	3700-000 4300-026 085
004678	AMAZON.COM, INC.	12-444461	390.50				
			66,252.22				66,252.22 (INVOICE)
							66,252.22 (DISTRIBUTION)

*** TOTALS FOR FUND ***

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COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 13-00: CAFETERIA SPLCL REVENUE FUND

IS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 09/22/2015 AT 20:20
 DISTRICT: 033

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002529	GCR TIRE CENTERS	12-444454		1,655.96	237077	A70141	3700-000 5800-010 085
002529	GCR TIRE CENTERS	12-444454	1,655.96				
003524	ACE COOLING & FREEZING	12-444455		1,442.78	66330	A70118	3700-000 5800-010 022
				687.60	13-00	5310-000	3700-000 5800-010 024
				194.00	13-00	5310-000	3700-000 5800-010 025
				561.18	13-00	5310-000	3700-000 5800-010 025
				1,586.30	66621	A70118	3700-000 5800-010 016
				619.80	13-00	5310-000	3700-000 5800-010 024
				633.50	13-00	5310-000	3700-000 5800-010 025
				333.00	13-00	5310-000	3700-000 5800-010 025
003524	ACE COOLING & FREEZING	12-444455	3,029.08				
004091	PRUDENTIAL OVERALL SUPPLY	12-444456		205.00	526602	A70126	3700-000 5600-005 012
				25.00	13-00	5310-000	3700-000 5600-005 016
				35.00	13-00	5310-000	3700-000 5600-005 018
				35.00	13-00	5310-000	3700-000 5600-005 020
				35.00	13-00	5310-000	3700-000 5600-005 022
				25.00	13-00	5310-000	3700-000 5600-005 024
				25.00	13-00	5310-000	3700-000 5600-005 025
004091	PRUDENTIAL OVERALL SUPPLY	12-444456	205.00				
004233	SERVICE SOLUTIONS GROUP, LLC	12-444457		472.53	018139	A70132	3700-000 5800-010 018
				472.53	13-00	5310-000	3700-000 5800-010 018
004233	SERVICE SOLUTIONS GROUP, LLC	12-444457	472.53				
004397	US FOODS - LOS ANGELES	12-444458		27,725.89	904578	A70136	3700-000 4700-001 012
				3,364.44	13-00	5310-000	3700-000 4700-001 016
				5,020.25	13-00	5310-000	3700-000 4700-001 018
				5,491.50	13-00	5310-000	3700-000 4700-001 020
				6,839.53	13-00	5310-000	3700-000 4700-001 022
				302.67	13-00	5310-000	3700-000 4700-001 024
				6,707.50	13-00	5310-000	3700-000 4700-001 024
004397	US FOODS - LOS ANGELES	12-444458	27,725.89				
004398	AMERICAN PRODUCE DISTRIBUTORS	12-444459		4,591.40	909012	A70090	3700-000 4700-001 012
				436.90	13-00	5310-000	3700-000 4700-001 016
				765.20	13-00	5310-000	3700-000 4700-001 018
				1,148.10	13-00	5310-000	3700-000 4700-001 020
				828.50	13-00	5310-000	3700-000 4700-001 022
				447.60	13-00	5310-000	3700-000 4700-001 024
				529.30	13-00	5310-000	3700-000 4700-001 024
				435.80	13-00	5310-000	3700-000 4700-001 025
004398	AMERICAN PRODUCE DISTRIBUTORS	12-444459	4,591.40				

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000717	HOLLANDIA DAIRY INC.	12-444446	13,132.68	13,132.68	571908	A70099	3700-000 4700-001 012
			1,394.59		13-00 5310-000	0000	3700-000 4700-001 016
			2,537.26		13-00 5310-000	0000	3700-000 4700-001 018
			2,506.04		13-00 5310-000	0000	3700-000 4700-001 020
			3,019.01		13-00 5310-000	0000	3700-000 4700-001 022
			1,148.46		13-00 5310-000	0000	3700-000 4700-001 024
			1,264.94		13-00 5310-000	0000	3700-000 4700-001 025
			1,262.38		13-00 5310-000	0000	3700-000 4700-001 025
000717	HOLLANDIA DAIRY INC.	12-444446	13,132.68	13,132.68			
000726	ECOLAB	12-444447					
			521.72		053266	A70121	3700-000 5800-010 020
			521.72		13-00 5310-000	0000	3700-000 5800-010 020
			782.35		342201	A70121	3700-000 5800-010 016
			782.35		13-00 5310-000	0000	3700-000 5800-010 016
000726	ECOLAB	12-444447	1,304.07	1,304.07			
000778	SAFEWAY INC.	12-444448					
			102.59		938792	A70072	3700-000 4700-002 085
			102.59		13-00 5310-000	0000	3700-000 4700-002 085
000778	SAFEWAY INC.	12-444448	102.59	102.59			
000786	P&R PAPER SUPPLY COMPANY, INC.	12-444449					
			4,436.05		522200		0000 0000-000 9320-000 000
			4,436.05		13-00 5310-000	0000	0000 0000-000 9320-000 000
			213.58		528200		0000 0000-000 9320-000 000
			213.58		13-00 5310-000	0000	0000 0000-000 9320-000 000
			425.48		605200		0000 0000-000 9320-000 000
			425.48		13-00 5310-000	0000	0000 0000-000 9320-000 000
000786	P&R PAPER SUPPLY COMPANY, INC.	12-444449	5,075.11	5,075.11			
000809	OFFICE DEPOT	12-444450					
			47.15		419525	A70103	3700-000 4300-011 085
			47.15		13-00 5310-000	0000	3700-000 4300-011 085
000809	OFFICE DEPOT	12-444450	47.15	47.15			
000987	C&M MOTORS	12-444451					
			6,487.77		217637	A70142	3700-000 5800-010 085
			6,487.77		13-00 5310-000	0000	3700-000 5800-010 085
000987	C&M MOTORS	12-444451	6,487.77	6,487.77			
002151	RANCHO AUTO & TRUCK PARTS	12-444452					
			205.19		243082	A70105	3700-000 4300-007 085
			205.19		13-00 5310-000	0000	3700-000 4300-007 085
002151	RANCHO AUTO & TRUCK PARTS	12-444452	205.19	205.19			
002419	CINTAS CORPORATION NO. 3	12-444453					
			223.95		033523	A70175	3700-000 5800-010 085
			223.95		13-00 5310-000	0000	3700-000 5800-010 085
002419	CINTAS CORPORATION NO. 3	12-444453	223.95	223.95			

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Special Education
Sergio Campos, Psy.D., Director

AGENDA ITEM: AGREEMENT WITH AMERICAN CENTER FOR LEARNING

BACKGROUND INFORMATION:

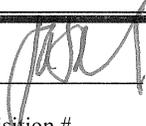
Every student who struggles in school requires personal attention to stay at the same academic levels as peers. Students with learning disabilities have special needs that many classroom teachers do not have the time to see with today's larger classroom sizes. Students can benefit from the one-on-one attention provided by a highly qualified tutor and matches the most appropriate tutor to the student's needs. Thorough background checks are conducted for the safety and academic needs of our students.

American Center for Learning started as a community learning center in 1986, and is independently owned and operated. Its methodology involves programs that have been proven to effectively develop skills using an individualized plan for each student. The cost implications for these services are \$50.00 per hour at a cost not to exceed \$5,000.

RECOMMENDATION:

Approve the agreement with American Center for Learning as tutoring agency for school year 2015-2016 at a cost not to exceed \$5,000 from Special Education funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

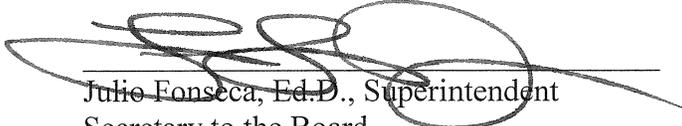
\$5,000
(Amount)

Special Education
(Name of funding source and/or location)

0600-6500-5001-3900-5600-005-052
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of November 2015, by and between the San Ysidro School District, hereinafter called the "District", and

<u>American Center for Learning</u>	<u>(619) 656-6026</u>	
Company/Consultant	Phone Number	
<u>5663 Balboa Ave-Suite 508</u>	<u>San Diego, CA 92111</u>	<u>marilyn@americancenterforlearning.com</u>
Mailing Address	City State Zip Code	Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: November 13, 2015 To: June 30, 2016

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, **168** to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by

District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Consultant's profession, or that of its consultants.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers.

agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please attach a copy of this verification.)

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.*

*District is waiving this requirement _____.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	American Center for Learning
Name:	Marilyn C. Mesina
Title:	Executive Director
Address:	5663 Balboa Ave-Suite 508
City/State/Zip code:	San Diego, CA 92111
Telephone:	(619) 656-6026
Email:	marilyn@americancenterforlearning.com

DISTRICT: San Ysidro School District
 Jose Arturo Sanchez Macias Phone Number (619) 428-4476
 Chief Operating Officer
 4350 Otay Mesa Road
 San Ysidro, CA 92173
 arturo.macias@systd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT

SAN YSIDRO SCHOOL DISTRICT

American Center for Learning

Firm Name

Signature of Authorized Agent

Print Name, Title

Federal Tax ID Number

Phone Number

Signature

Jose Arturo Sanchez-Macias, Chief Operating Officer

Print Name, Title

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

One on one tutoring, \$50.00 per hour and not to exceed \$5,000 for 2015-2016 school year.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH CINTAS CORPORATION

BACKGROUND INFORMATION:

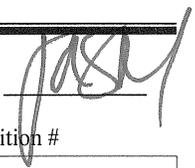
The Child Nutrition Department has been testing and the products and services that Cintas Corporation offers. Cintas Corporation has been providing cleaning chemicals and sanitizers that are used by the cafeteria staff on a daily basis. Cintas delivers a wide range of solutions for a clean, safe, and secure environment for food service operation.

Through a Master Agreement between Harford County Public Schools, Maryland and Cintas Corporation Contract #12-JLH-011C, the District will obtain better per unit pricing for products and services. The District would like to take advantage of these savings.

RECOMMENDATION:

Approve the agreement with Cintas Corporation through the Master Agreement Contract #12-JLH-011C to be paid from the Child Nutrition Funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

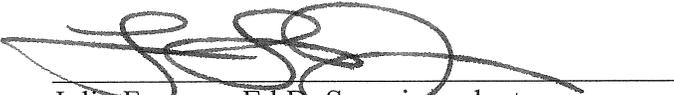
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of November, 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Cintas Corporation No. 3
Company/Consultant

(619) 239-1001
Telephone Number

675 32nd Street, San Diego, CA 92102
Address

nolank@cintas.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as "**SCOPE OF WORK**" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

The Initial Term of this Agreement is thirty six (36) months effective after agreement has been fully executed by both parties, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services/products as reflected on **SCOPE OF SERVICES** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District.

SAN YSIDRO SCHOOL DISTRICT

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work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Consultant's profession, or that of its consultants.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

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Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

Refer to Addendum B

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any use not within the purposes intended by this Agreement shall be at District's sole risk and provided that

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Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be 100% by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. **Page 5 of 27**

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This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	CINTAS CORPORATION
Name:	
Title:	
Address:	
City/State/Zip code:	
Telephone:	
Email:	

DISTRICT:	SAN YSIDRO SCHOOL DISTRICT
Name:	Jose Arturo Sanchez Macias
Title:	Chief Operating Officer
Address:	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173
Telephone:	(619) 428-4476 ext. 3004
Email:	Arturo.macias@sysd.k12.ca.us

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

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7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT

DISTRICT

Firm Name

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

J. Arturo Sanchez Macias, Chief Operating Officer
Print Name, Title

Date:

Date

Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

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SCOPE OF SERVICES

Attached documents make up the Scope of Services which include:

- Facilities Solutions Agreement
- Addendum A – Locations
- Addendum B – Termination Clause
- Exhibit A – Product List
- Master Agreement Contract No. 12-JLH-011C (Harford County Public Schools, Maryland)
- Contract Amendment No. 1 – Facilities Solutions
- Contract Amendment No. 2 – Facilities Solutions
- Contract Amendment No. 3 – Facilities Solutions
- Contract Renewal



FACILITIES SOLUTIONS AGREEMENT

Location No. 694
Contract No.
Customer No.

Main Corporate Code 50716
Tile & Carpet Corporate Code 50717
Date 10/23/15

Customer/Participating Agency San Ysidro School District
Address 4350 Otay Mesa Road
City San Ysidro State CA Zip 92173
Phone: 619.428.4476

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price

- This agreement is effective as of this date 10/23/15, for a minimum term of 36 months. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools...
Name Emblem \$ ea
Customer Emblem \$ ea
COD Terms \$ 8.00 per week charge for prior service...
Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
Minimum Charge \$ 35.00 per delivery.
Make-Up charge \$ per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ per garment.
Seasonal Sleeve Change \$ per garment.
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Shop towel container \$ per week.
Artwork Charge for Logo_Mat \$
Uniform Storage Lockers: \$ ea/week, Laundry Lock-up: \$ ea/week Shipping: \$
Service Charge \$ 4.00 per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ per garment will be assessed for employees size changed within 4 weeks of installation.
Other: See Addendum A for multiple locations. See Exhibit A for Products and services. See Addendum B for service Guarantee.

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle*, Item #, Description, Rental Freq., Inventory, Unit Price

- *Indicated bundled items/services
Initial and check box if Unilease. All Garments will be cleaned by customer
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control Date customer.
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: Please Sign Name
By: Please Print Name
Title: Please Print Title
Accepted-GM: Email

FACILITIES SOLUTIONS AGREEMENT

US Communities Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
5. **Additional Items:** Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer, will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

FACILITIES SOLUTIONS AGREEMENT

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Addendum A

This addendum supplements the agreement between Cintas Corporation and San Ysidro School District dated 10/23/15. This agreement includes the following locations:

1. **La Mirada Elementary**
222 Avenida De La Madrid
San Ysidro, CA 92173
2. **Ocean View Hills School**
4919 Del Sol Blvd
San Diego, CA 92154
3. **Smythe Elementary**
1880 Smythe Avenue
San Ysidro, CA 92173
4. **Sunset Elementary**
3825 Sunset Lane
San Ysidro, CA 92173
5. **San Ysidro Middle School**
4345 Otay Mesa Rd.
San Ysidro, CA 92173
6. **Vista Del Mar School**
4885 Del Sol Blvd.
San Diego, CA 92154
7. **Willow Elementary**
226 Willow Rd.
San Ysidro, CA 92173

CINTAS

CUSTOMER

Cintas Location No. _____

Name _____

By _____

Signature _____

Title _____

Title _____

Accepted GM _____

Email _____

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ADDENDUM NO. B

This addendum supplements the agreement between Cintas Corporation and San Ysidro School District. This agreement includes company guarantee to deliver the highest quality textile rental services at all times. Any complaints about the quality of the service which has not been resolved in normal course of business must be sent by certified letter to Company’s General Manager. If company then fails to resolve any material complaint in 30 days, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition. In addition to the stipulated above, a 30-day termination notice may serve as a termination for the agreement due to any and all lack of funding.

CINTAS CORPORATION – NO. 3

SAN YSIDRO SCHOOL DISTRICT

Signature: _____

Signature: _____

Name: _____

Name: Jose Arturo Sanchez Macias

Title: _____

Title: Chief Operating Officer

Accepted GM: _____

Email: arturo.macias@sysd.k12.ca.us

Date: _____

Date: _____

Exhibit A

Item Number	Item Description	US Communities Price effective through May 28, 2014	New US Communities Price beginning May 28, 2014	EOW Multiplier	Monthly Multiplier	LR Value effective through May 28, 2014	LR Value effective beginning May 28, 2014
8704	3x5 Treadlock Mat	\$ 5.18	\$ 5.273	1.5	2.5	\$ 105.00	\$ 106.995
8705	4x6 Treadlock Mat	\$ 5.63	\$ 5.741	1.5	2.5	\$ 139.00	\$ 141.641
8706	3x10 Treadlock Mat	\$ 7.81	\$ 7.960	1.5	2.5	\$ 210.00	\$ 213.990
1802	3X5 SPRING STEP	\$ 2.63	\$ 2.683	1.5	2.5	\$ 65.00	\$ 66.235
84302	3X5 SAFETY MAT	\$ 3.65	\$ 3.714	1.5	2.5	\$ 65.00	\$ 66.235
1800	3X5 COFFEE MAT	\$ 3.65	\$ 3.714	1.5	2.5	\$ 65.00	\$ 66.235
84401	4X6 LOGO MAT (requires buyback)	\$ 6.68	\$ 6.809	1.5	2.5	\$ 180.00	\$ 183.420
84001	3X10 LOGO MAT (requires buyback)	\$ 8.30	\$ 8.460	1.5	2.5	\$ 225.00	\$ 229.275
1946	24' MOP FRAME	N/A	N/A	N/A	N/A	\$ 10.00	\$ 10.190
1947	36" MOP FRAME	N/A	N/A	N/A	N/A	\$ 10.00	\$ 10.190
1948	48" MOP FRAME	N/A	N/A	N/A	N/A	\$ 10.00	\$ 10.190
1045	60" MOP FRAME	N/A	N/A	N/A	N/A	\$ 10.00	\$ 10.190
6924	WOOD DUST MOP HANDLE	N/A	N/A	N/A	N/A	\$ 10.00	\$ 10.190
6913	24OZ SYNTH WET MOP	\$ 1.82	\$ 1.857	1.5	2.5	\$ 15.00	\$ 15.285
6922	WOOD WET MOP HANDLE	N/A	N/A	N/A	N/A	\$ 10.00	\$ 10.190
6999	12" MICROFB MOP FRAME	N/A	N/A	N/A	N/A	\$ 9.50	\$ 9.681
7002	20" MICROFB MOP FRAME	N/A	N/A	N/A	N/A	\$ 10.00	\$ 10.190
7001	36" MICROFBR MOP	\$ 0.57	\$ 0.578	1.5	2.5	\$ 12.00	\$ 12.228
7003	36" MICROFB MOP FRAME	N/A	N/A	N/A	N/A	\$ 15.00	\$ 15.285
6930	MICROFBR MOP CONTAIN	\$ 13.50	\$ 13.757	N/A	N/A	\$ 90.00	\$ 91.710
7432	12"x12" MICROFIBER WIPER (BLUE)	\$ 0.16	\$ 0.165	1.5	2.5	\$ 2.40	\$ 2.446
7433	12"x12" MICROFIBER WIPER (Orange)	\$ 0.16	\$ 0.165	1.5	2.5	\$ 2.40	\$ 2.446
7717	16" x 16" MICROFIBER WIPER (WHITE)	\$ 0.16	\$ 0.165	1.5	2.5	\$ 1.30	\$ 1.325
8020	MICROFIBER TUBE MOP	\$ 2.25	\$ 2.293	1.5	2.5	\$ 20.00	\$ 20.380
9338	ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	\$ 4.95	\$ 5.044			\$ 25.00	\$ 25.475
9329	ALCOHOL FOAM SANITIZER REFILL - 1000 ml	N/A	N/A			N/A	N/A
9314	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml	\$ 2.32	\$ 2.366			\$ 25.00	\$ 25.475
9315	HEAVY DUTY SOAP SCRUB REFILL - 1000 ml	N/A	N/A			N/A	N/A
9326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	\$ 2.22	\$ 2.265			\$ 25.00	\$ 25.475
9327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	N/A	N/A			N/A	N/A
9312	MOISTURIZING SOAP SERVICE - 1000 ml	\$ 1.78	\$ 1.816			\$ 25.00	\$ 25.475
9313	MOISTURIZING SOAP REFILL - 1000 ml	N/A	N/A			N/A	N/A

Price assumes weekly billing & monthly replacement. For Example: If a customer needs item #

		* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.183 = \$73.20 + \$50.95 Base Charge = \$124.15			
8000	8 COMPARTMENT HANGER LOCKER	\$3.50	\$	3,567	1.5
8004	SOIL LOCK-UP	\$2.95	\$	3,006	1.5
					2.5
					2.5
					\$ 495.00
					\$ 504,405
					\$ 402,505

This Exhibit A supplements and amends the original agreement with Cintas Corporation and San Ysidro School district signed on 10/23/15.

Cintas

Cintas Loc. No. _____
 By _____
 Title _____
 Accepted GM _____

Customer

Name _____
 Signature _____
 Title _____
 Email _____

MASTER AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
Cintas Corporation
6800 Cintas Blvd.
Mason, OH 45040

Contract #12-JLH-011C

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

- A. Services:** Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.
- B. Term:** The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- C. Compensation:** HCPS agrees to pay and Supplier agrees to accept as compensation for the

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.

- D. Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- E. Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- F. Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).
- G. Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Supplier: Cintas Corporation
Attn: Craig Jackson, Senior Global Account Manager
Address: 6800 Cintas Blvd
Mason, OH 45040
Phone: 513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

- H. Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- I. Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.

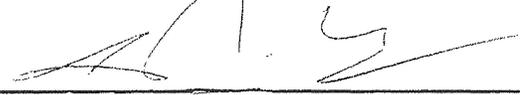
- J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.

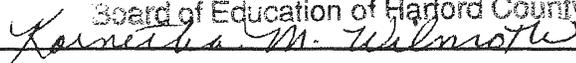
- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

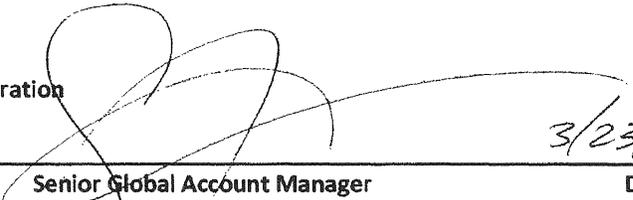
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

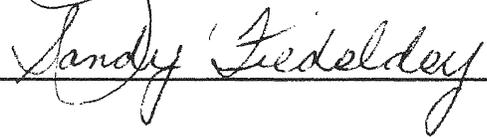
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/12/12
Superintendent of Schools Date

by  4/10/12
Date

(Signature) President (Date)
Board of Education of Harford County
Attest: 

Cintas Corporation
by  3/23/12
Senior Global Account Manager Date

Attest:  3/23/12

To access pricing information, please use your login at www.uscommunities.org.



HARFORD COUNTY

10000 Harford Road, Bel Air, MD 21014

Robert M. Tomback, Ph.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Office

Jeffrey LaPorta, Supervisor of Purchasing
P:410.638.4083

**HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #1
RFP# 12-JLH-011
FACILITIES SOLUTIONS**

This amendment dated November 12, 2012 (hereinafter "Execution Date") is entered into between CINTAS CORP, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, and Harford County Public Schools, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014 or any of its subsidiaries, successors and assigns. This document amends the Master Agreement #12-JLH-011C signed by the parties April 1, 2012.

The Parties hereby further agree as follows:

CINTAS may provide to Harford County Public Schools and other participating public agencies who have registered with U.S. Communities any product or service in its enterprise not specifically referenced in the RFP # 12-JLH-011. Pricing for such products or services shall be maintained at a discount of no less than 10% on national voluntary book pricing. Where no national voluntary book pricing exists, local book pricing with a discount of no less than 10% shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

CINTAS CORPORATION

By: _____

Title: Sr. Global Acct Mgr

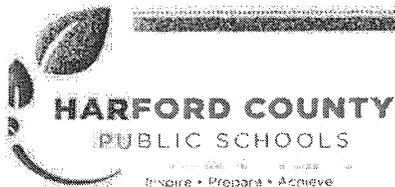
Date: 11/12/12

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 11/15/12



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #2
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Amendment dated May 2, 2014 (the Execution Date) is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties hereby further agree to the following:

A price increase of 1.9% on all invoices, effective as of the date of this Amendment. This price increase is effective for all prices, service charges, preparation fees, emblems and loss/replacement values and will affect the services with Cintas' Uniform Rental and Facility Services business divisions.

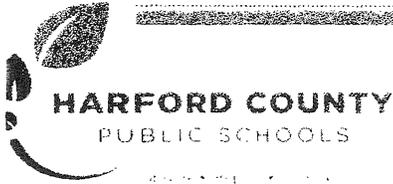
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

Cintas Corporation

By: CRAIG JACKSON
print name
[Signature]
signature
Title: Global Account Manager
Date: 5/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name
[Signature]
signature
Title: Supervisor of Purchasing
Date: 5/2/14



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #3
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Amendment dated September 2, 2014 is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties herby further agree to the following:

To accept the Cintas Facilities Solutions Agreement, (attached herein) and all of its language, terms and conditions, as part of the Master Agreement #12-JOH-011C.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

Cintas Corporation

By: Craig Jackson
print name

[Signature]
signature

Title: Global Account Manager

Date: 9/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name

[Signature]
signature

Title: Supervisor of Purchasing

Date: 9/2/14



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

CONTRACT #12-JLH-011C RENEWAL
April 1, 2015 – March 31, 2017

This contract renewal is made and entered into this 15th day of September, 2014, by Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor), and Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2015 through March 31, 2017.
2. Pricing structures, all other terms, conditions and provisions of the Contract remain in effect.

One additional renewal option for two (2) years still remains available.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 11/24/14

CINTAS

By: [Signature]
Signature

Name: Craig Johnson

Title: Global Account Manager

Date: 11/20/14

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Coordinator

AGENDA ITEM: CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2016-2017

BACKGROUND INFORMATION:

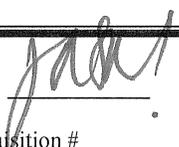
Each year, as required by California Code of Regulations (CCR), Title 5, Section 18010, the California Department of Education's Early Education and Support Division releases applications for continued funding to districts to continue their current child development contracts.

This application is for the District's State Preschool and Child Development Program serving children 3 to 5 years of age. Upon receipt of this continued funding application, the Early Education and Support Division will be notified of our intent to continue services for fiscal year 2016-2017.

RECOMMENDATION:

Approve application for continued funding for the District's State Preschool and Child Development Program serving children 3 to 5 years of age for fiscal year 2016-2017.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

Fiscal Year 2016-17 Continued Funding Application (EESD-3704)

Review these instructions prior to completion of the Fiscal Year 2016-17 Continued Funding Application (EESD-3704).

1. Fill out the application and required attachments completely. To auto populate your legal contract name and vendor number; insert the information in the header on page 2. Your information should appear on subsequent header pages.
2. Documents must be signed in **blue ink**, by the contractor's authorized representative.
3. Documents must be printed single-sided.
4. **Early Education and Support Division will not accept electronic versions, files on computer discs, or facsimile applications. Applicants may mail or personally deliver applications. Application packages must be received at the following address on or before 6 p.m., December 1, 2015.** Mail or deliver one (1) original and two (2) copies of the application packet and all required attachments to the address below:

Fiscal Year 2016-17 Continued Funding Application
Early Education and Support Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

If there are any questions regarding the application process, contact the Early Education and Support Field Services Consultant listed on the Consultant Assignments Web page at <http://www.cde.ca.gov/sp/cd/ci/assignments.asp> or by phone at 916-322-6233.

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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Section I – Contractor Information	
Contractor "Doing Business As" (DBA)	Insert the DBA name, if applicable. Do not use DBA where Legal Name is requested.
The county number, vendor number, and the Federal Identification Number are the same numbers used on the contractor's Attendance and Fiscal Report for Child Development programs.	
County: Insert the two-digit county code 37	Federal Identification Number: Enter the Federal Identification Number 950-600-2821
The information below must match the information in the Child Development Management Information System (CDMIS).	
Executive Director: Julio Fonseca, Ed.D. Superintendent	Address: 4350 Otay Mesa Road
City: San Ysidro	Zip Code: 92173
Telephone Number: (619) 428-4476	Fax Number: (619) 428-1393
E-mail Address: Julio.fonseca@sysd.k12.ca.us	

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the Fiscal Year 2016–17. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Center-Based and Family Child Care Home Programs

- California State Preschool Program (CSPP)
 - Full-Year Part-Year
- California Center-Based (CCTR)
 - Infant/Toddler
 - School-Age
- Family Child Care Home Education Network (CCTR)
- Family Child Care Home Education Network (CFCC)
- Program for Special Needs Children (Handicapped) (CHAN)
- Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)

Alternative Payment Programs

- Alternative Payment Program (CAPP)
- CalWORKs Stage 2 (C2AP)
- CalWORKs Stage 3 (C3AP)
- Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- Resource and Referral (CRRP)

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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Section III – Governing Board of Directors Contact Information

Does the contractor have a Board of Directors? Yes No

Complete contact information for the current year's Governing Board of Directors, including name, title, telephone number, mailing address, and e-mail address.

Governing Board Member's Name	Title	Telephone Number	Mailing Address	E-mail Address
1. Antonio Martinez	President	(619)-428-4476	4350 Otay Mesa Road San Ysidro, CA 9273	
2. Marcos A. Diaz	Vice-President	(619)-428-4476	4350 Otay Mesa Road San Ysidro, CA 9273	
3. Rodolfo Linares	Clerk	(619)-428-4476	4350 Otay Mesa Road San Ysidro, CA 9273	
4. Luciana Corrales	Member	(619)-428-4476	4350 Otay Mesa Road San Ysidro, CA 9273	
5. Steven Kinney	Member	(619)-428-4476	4350 Otay Mesa Road San Ysidro, CA 9273	
6.				

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
---	-------------------------------

Section IV – Allocation of Agency Funds

Only agencies with the following contract types must complete this form: CCTR, CSPP, CMIG, CHAN, C2AP, C3AP, CAPP, and CFCC.

The purpose of this form is to track contract funds as budgeted by service county. List all counties in which children are being served with the contract funds and show the percentage of funds spent in each service county for FY 2014-15. Percentages must sum to 100 percent. See Example 1 below.

If your agency provides services only in the Headquartered (HQ) county, enter the contract number(s) below and show 100 percent next to each contract type(s) held by your agency. The HQ county is where (1) contractors have provided child care services in the service delivery area, as defined in 5 CCR, Section 18000(f) for at least three years; or (2) where contractors have their primary administrative office. The primary administrative office is that office which houses the executive officer(s), the fiscal functions and other centralized support services. See Example 2 below.

Contractor Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Vendor Number 6837 **HQ County** San Diego (37)

<p>CONTRACT NUMBER CCTR 4009</p> <table border="0"> <tr> <td>County</td> <td>% of total</td> </tr> <tr> <td><u>Los Angeles</u></td> <td><u>40%</u></td> </tr> <tr> <td><u>Orange</u></td> <td><u>15%</u></td> </tr> <tr> <td><u>San Bernardino</u></td> <td><u>45%</u></td> </tr> <tr> <td>_____</td> <td>_____%</td> </tr> <tr> <td>EXAMPLE 1</td> <td>_____%</td> </tr> <tr> <td align="right">Total:</td> <td>100%</td> </tr> </table>	County	% of total	<u>Los Angeles</u>	<u>40%</u>	<u>Orange</u>	<u>15%</u>	<u>San Bernardino</u>	<u>45%</u>	_____	_____%	EXAMPLE 1	_____%	Total:	100%	<p>CONTRACT NUMBER CSPP-5430</p> <table border="0"> <tr> <td>County</td> <td>% of total</td> </tr> <tr> <td><u>San Diego</u></td> <td><u>100%</u></td> </tr> <tr> <td>_____</td> <td>_____%</td> </tr> <tr> <td align="right">Total:</td> <td>100%</td> </tr> </table>	County	% of total	<u>San Diego</u>	<u>100%</u>	_____	_____%	_____	_____%	_____	_____%	_____	_____%	_____	_____%	_____	_____%	Total:	100%	<p>CONTRACT NUMBER _____</p> <table border="0"> <tr> <td>County</td> <td>% of total</td> </tr> <tr> <td>_____</td> <td>_____%</td> </tr> <tr> <td align="right">Total:</td> <td>100%</td> </tr> </table>	County	% of total	_____	_____%	_____	_____%	_____	_____%	_____	_____%	_____	_____%	_____	_____%	Total:	100%
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Comments:

Agency Contact Lorena Varela-Reed lvreed@sysd.k12.ca.us
 Date November 12, 2015 (Name and E-mail)
 If you have any questions regarding this form, please contact Dan Shin, Child Development Fiscal Services Unit, at 916-323-7394 or by e-mail at Dshin@cde.ca.gov.

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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Section VI – Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks

The State of California requires any contractor receiving child care and development funds, disbursed by the California Department of Education (CDE) to employ fully qualified personnel as contained in California *Education Code*; *California Code of Regulations*, Title 5; and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions. Exceptions to this certification are persons employed as "Program Director" or "Site Supervisor" who possess' a current Early Education and Support Division (EESD) approved Staffing Qualifications Waiver.

I certify that the Personnel Roster has been submitted to the EESD.

Signature of Authorized Representative	
Date	November 12, 2015

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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Section VII – Subcontract Certification			
Does the contractor subcontract for direct services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Fill in the boxes below regarding the direct service contract and subcontractor. Subcontracts for direct services must be audited in accordance with CDE Audit Guidelines and reported with the contractor's audit. Fill out this form for every subcontract.			
Subcontractor Legal Name			
Does the Subcontractor also contract with the CDE? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Subcontract Dollar Amount	\$	Contract Type: CCTR <input type="checkbox"/> CSPP <input type="checkbox"/> CMIG <input type="checkbox"/>	
Site Name	Site Complete Address		Service County
1.			
2.			
3.			

I certify that the contractual arrangement(s) listed above are in adherence with the required subcontract provisions contained in the *California Code Regulations*, Title 5, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the direct service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of Contractor's Authorized Representative:	
Date of Signature	

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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Section VIII – Required Attachments

All attachments must be filled out completely and attached to the application.

A. Fiscal Year 2016–17 Program Calendar (EESD–9730)

The Program Calendar (EESD–9730) form is required for all contract types and completed **separately for each contract**. The EESD–9730 form will automatically add the Minimum Days of Operation (MDO) when the dates are marked with an “X”. The instructions are as follows:

1. Click on the EESD–9730 form link at <http://www.cde.ca.gov/sp/cd/ci/documents/eesd9730progcal1617.xls>
2. On the top of the form; input the name of the contractor and Vendor Number. Click on the County box, select the county from the drop-down list. Click on the Contract Type box, select the contract type from the drop-down list.
3. Click on the date for the days of operation; enter an “X” for all days that the program will serve subsidized children during the FY 2015–16 contract period (Center-Based programs and Family Child Care Home Education Networks). Alternative Payment and Resource and Referral programs should mark the days the program office is open for business.
4. The total number of days marked with an “X” for each contract will constitute each contract's MDO.
5. Print the completed EESD–9730 form.
6. Provide justification for a reduction of days on the Program Narrative Change (EESD–3704A) form if the number of days shown on the EESD–9730 form falls below 246 or 175 (as applicable to the contract type) **and** the contractor proposes to operate for fewer days than its FY 2015–16 MDO. The link to the form is located on the Child Care Services Forms Web page at <http://www.cde.ca.gov/sp/cd/ci/cddforms.asp>.

If the MDO changes during the fiscal year contract period, the contractor is to justify the revision by submitting revised EESD–9730 and EESD–3704A forms to the assigned EESD Field Services Consultant to obtain the necessary approval. The revised forms **must** be received electronically by the EESD Field Services Consultant by **June 30, 2016**. Link to the form located on the Child Care Services Forms Web page at <http://www.cde.ca.gov/sp/cd/ci/cddforms.asp>.

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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B. Update and Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

Contractors are required to update all information in the CDMIS database and certify under penalty of perjury that information in CDMIS is complete and correct. All contractors must thoroughly review the information contained in the CDMIS database and update any outdated information. This update includes the name and contact information for officers and program directors, location and licensed capacity of sites, license numbers, and the numbers of children enrolled.

The information in CDMIS **becomes part of the agency's contract.** Complete and accurate information is critical to the function of the child development program and the maintenance of your agency's contract. Incomplete or inaccurate information in CDMIS can result in an audit finding at the state level and a finding of noncompliance for your agency. Maintenance of complete and accurate information in the database is your responsibility. To perform the review and update, follow the directions below.

To access this information, the person logging on to the CDMIS Web site must be a "super user." Only super users can access the Update Agency Information function within the web site. To review the information and submit changes, log on to the CDMIS Web site at <https://www4.cde.ca.gov/cdmis/default.aspx>. From the Main Menu, select the function, "Update Agency Information" and click the "Submit" button. Review **all** of the information in the sections below, making changes as necessary. Detailed instructions for updating this information can be found within the CDMIS Web site. A check list has been provided below for your review.

- Add/Edit Executive Director Information: Update Executive Director Name, phone number, fax number, and e-mail address.
- Add/Edit Program Director Information: Update existing Program Director information, add new Program Directors, assign them to the contracts they are responsible for, change Program Director contract assignments, and delete Program Directors who are not assigned to a contract.
- Add/Edit FCCH Information: **Complete only if** the contractor uses family child care homes. Update information related to services provided in family child care homes through the contractor's CDE contracts to reflect services as of September 24, 2015.
- Add/Edit Sites/Offices: Update, add, or delete sites/offices with the physical address of the site/office. Do not use P.O. boxes or mailing addresses. Add/Edit the Site Supervisor first and last name.
- Update the site license information. For licensed facilities, the site name and physical address should match the name and address on the license issued by the Department of Social Services Community Care Licensing Division.
- Update number of children served by contracts at sites/offices to reflect services as September 24, 2015.

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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Generate/Print Agency Information Certification Form: Once all the information has been reviewed and all changes have been submitted, (regardless of whether the changes have been approved by the EESD Field Services Consultant or are still pending approval), generate and **print** the "Agency Information Certification form." Do not generate the Agency Information Certification form until all the information above has been reviewed and any changes needed have been submitted.

To generate this form, scroll to the bottom of the "Update Agency Information" Web page and click the "Generate Certification form" link. When the form is generated, print it using the browser's print function. The contractor's representative must sign the form. The signed form must be returned with the Continued Funding Application. Applications **will be considered incomplete** without the "Agency Information Certification form" attached.

All changes submitted (adds, updates, or deletes) will remain pending until the contractor's assigned EESD Field Services Consultant reviews and approves or denies the changes.

In addition to this annual review of information as part of the Continued Funding Application process, contractors are required to submit changes to Executive Director Information, Program Director Information, and Site/Office information (site name, physical address, and license information only) as changes occur. The number of children served by contract and age group at each site/office only needs to be updated once a year during the continued funding application process.

Note: The contractor's legal name and mailing address cannot be changed through this process as specific documentation is required from the contractor to process that change.

For information on how to change your contractor's legal name or headquarters mailing address, contact your assigned EESD Field Services Consultant at 916-322-6233

Any questions about how to submit changes within the "Update Agency Information" section of the CDMIS Web site, please contact CDMIS staff at 916-445-1907.

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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The State Administrative Manual defines a **public agency** as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency.

C. Payee Data Record (STD. 204) (Non-public agencies only)

Non-public agencies must download and complete the State of California Payee Data Record (STD.204) form link at <http://www.cde.ca.gov/sp/cd/ci/documents/std204formeeds.pdf>.

1. Complete sections 2 through 5.
2. Payee legal name and address must match the legal Name and address on the EESD-3704.
3. **Print** the document, sign, and date.

D. Secretary of State (Non-public agencies only)

Non-public agencies must be authorized to do business with the State of California. Search your agency name and **print** the results from the California Secretary of State Debra Bowen Web site at <http://kepler.sos.ca.gov/>.

Agency status must be "active" and the entity name must match the payee legal name on the STD. 204 and Contractor Legal Name on the EESD-3704. If the agency status is "inactive," contact your EESD Consultant immediately.

E. Verification of School District Name and Address

Verification of school district's legal name and address must include a printed verification from the following Web sites:

California Community Colleges or Community College Districts search the California Community College Chancellor's Web page at <http://californiacommunitycolleges.cccco.edu/Districts.aspx>

Or

School Districts search the California School Directory Web page at <http://www.cde.ca.gov/re/sd/index.asp>

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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F. Contractor Certification

Under penalty of perjury, I certify the following:

- I am authorized by the Board of Directors or other governing authority to execute this Continued Funding Application.
- I have supervisory authority.
- All applicable program statues and regulations will be adhered to.
- The information contained in pages 1-12 of this Continued Funding Application are true and correct to the best of my knowledge.

Authorized Representative Signature:	Date: November 12, 2015
Name and Title of Authorized Representative: Julio Fonseca, Ed.D.	Telephone Number: (619) 428-4476

Contractor's Legal Name SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	Vendor Number: 6837
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County Number 37 – San Diego

G. Continued Funding Application (EESD-3704) Checklist

This checklist must be submitted with the EESD-3704 application.

Page Number	Required Item Description	Check (✓) Box
2	Section I - Contractor Information	<input checked="" type="checkbox"/>
3	Section II- Contract Types	<input checked="" type="checkbox"/>
4	Section III - Governing Board of Directors Contact Information	<input checked="" type="checkbox"/>
5	Section IV – Allocation of Agency Funds	<input checked="" type="checkbox"/>
6	Section V - Program Narrative Change	<input checked="" type="checkbox"/>
7	Section VI - Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks)	<input checked="" type="checkbox"/>
8	Section VII – Subcontract Certification	<input checked="" type="checkbox"/>
9	Section VIII A. - Program Calendar (EESD-9730) (one for each contract type)	<input checked="" type="checkbox"/>
10	Section VIII B. – Certification of Contractor Information in the Child Development Management System (CDMIS) Data Base	<input checked="" type="checkbox"/>
11	Section VIII C. - State of California, Payee Data Record (STD.204) (non-public agencies only)	<input checked="" type="checkbox"/>
11	Section VIII D. - Secretary of State search results (non-public agencies only)	<input type="checkbox"/>
11	Section VIII E. - Verification of School District Name and Address search	<input checked="" type="checkbox"/>
12	Section VIII F. – Contractor Certification	<input checked="" type="checkbox"/>
13	Section VIII G. – Continued Funding Application Checklist	<input checked="" type="checkbox"/>
Contact Name	SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	
Contact Phone Number	(619) 428-4476	
Contact Email	lvreed@sysd.k12.ca.us	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum,
Intervention and Support Services

AGENDA ITEM: DOCUMENT TRACKING SERVICES AGREEMENT

BACKGROUND INFORMATION:

Document Tracking Services (DTS) provides small businesses; public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents.

The idea behind our effective web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources. Our web-based application completely eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents/reports.

The maximum number of documents per school districts is five (5). Our district is using this service for:

1. 2015 Single Plan for Student Achievement (CDE template)
2. 2015 Local Control and Accountability Plan (CDE template)
3. 2015 Single School District Plan (CDE template)
4. 2015 Local Education Agency Plan (CDE template)
5. Others to be identified as needed.

RECOMMENDATION:

Approve/Ratify the renewal license agreement with Document Tracking Services (DST) effective November 15, 2015 at a cost not to exceed \$2,250.00 from general funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$2,250.00

(Amount)

General Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board



LICENSING AGREEMENT

This Agreement effective **November 15, 2015**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,250**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: September 30, 2015

Licensee

By: _____

Date: _____

San Ysidro Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2015 Single Plan for Student Achievement (CDE Template)
2. 2015 Local Control and Accountability Plan (CDE Template)
3. 2015 Single School District Plan (CDE Template)
4. 2015 Local Education Agency Plan (CDE Template)
5. Others to be identified as needed.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Special Education
Sergio Campos, Psy.D., Director

AGENDA ITEM: AGREEMENT WITH DANIELLE NAHAS, PSY.D.

BACKGROUND INFORMATION:

Federal law defines an IEE broadly as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.503. Danielle Nahas, Psy.D., licensed Educational Psychologist, will be providing independent psychoeducational evaluations, mental health evaluations and functional behavior evaluations to special education students per parents' request in the event that parent disagrees with the results of a psychoeducational evaluation conducted by a district school psychologist. Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback.

The cost implications for these services are \$200.00 per hour at a cost not to exceed \$10,000.

RECOMMENDATION:

Approve/Ratify the agreement with Danielle Nahas, Psy.D. as an Independent Educational Evaluator for school year 2015-2016 at a cost not to exceed \$10,000 from Special Education funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: *AS*

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$10,000.00
(Amount)

Special Education
(Name of funding source and/or location)

0600-6500-5001-3900-5600-005-052
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of October 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Dr. Danielle Nahas

(858) 427-5060

Company/Consultant

Phone Number

300 West Beech Street-308, San Diego, CA 92101

dr.daniellenahas@gmail.com

Mailing Address

City

State

Zip Code

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: October 23, 2015

To: June 30, 2016

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Consultant's profession, or that of its consultants.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement_____.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Danielle Nahas, Psy.D.
Title:	
Address:	300 West Beech Street-308
City/State/Zip code:	San Diego, CA 92101
Telephone:	(858) 427-5060
Email:	dr.daniellenahas@gmail.com

DISTRICT: San Ysidro School District
J. Arturo Sanchez Macias
Chief Operating Officer
4350 Otay Mesa Road
San Ysidro, CA 92173
arturo.macias@sysd.k12.ca.us

Phone Number (619) 428-4476

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature of Authorized Agent

Danielle Nahas, Psy.D.

Print Name, Title

591-33-5337

Federal Tax ID Number

(858) 427-5060

Phone Number

Signature

J. Arturo Sanchez Macias, Chief Operating Officer

Print Name, Title

Date signed: _____

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name	Last 4-digits of SSN or CDL Number
_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

“Consultant” will provide independent psychoeducational evaluations, mental health evaluations and functional behavior evaluations.

Rate: \$200.00 per hour for the following services at a total cost not to exceed **\$10,000.00**:

- Testing
- Observations/interviews
- Report writing
- IEP attendance
- Testing feedback

//

Approved: District: _____

Consultant: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: ANNUAL PUBLIC PERFORMANCE SITE LICENSE FOR 2015-16

BACKGROUND INFORMATION:

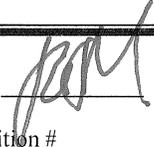
The San Ysidro School District has a need to purchase a Public Performance Site License annually. The Public Performance Site License allows the District to show movies to a group of students during non-instructional periods such as rainy days (indoor recess), Parent/Teacher Association (PTA) sponsored events and/or during the before/after school program. If the District does not obtain a Public Performance Site License, the risk of breaking copyright infringement laws exist each time a movie is shown and would have to pay a fine in excess of the annual fee.

The District would like to renew the Public Performance Site License from November 16, 2015 to November 15, 2016 for the following schools: La Mirada, Ocean View Hills, San Ysidro Middle, Smythe, Sunset, Vista Del Mar and Willow Schools.

RECOMMENDATION:

Approve the purchase of an Annual Public Performance Site License for school year 2015-2016 at a cost not to exceed \$2,634.00 from the General fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

Movie Licensing USA®

A Division of Swank Motion Pictures, Inc. • Tim Swank, Chairman

INVOICE NO.	INVOICE DATE
2112736	10/16/2015
PURCHASE ORDER NO.	LICENSE NO.
	164368001
Terms:	
Invoice is due and payable upon receipt	

We accept Visa, Mastercard, American Express and Discover. Please call 800-876-5445 to make your payment today.

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Ms. Dena Whittington
Asst. Superintendent
San Ysidro Elementary District
4350 Otay Mesa Rd
San Ysidro, CA 92173

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San Ysidro Elementary District
Ms. Dena Whittington, Asst. Superintendent
4350 Otay Mesa Rd
San Ysidro, CA 92173

LICENSE

PUBLIC PERFORMANCE SITE LICENSE covering legal use of movies from 11/16/15 - 11/15/16 within the school facilities of:

\$2,634.00

La Mirada Elementary School	\$376.00
Ocean View Hills School	\$376.00
San Ysidro Middle	\$376.00
Smythe Elementary	\$376.00
Sunset Elementary	\$376.00
Vista Del Mar Elementary	\$353.00
Willow Elementary School	\$401.00

Pay This Total	\$2,634.00
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Inquiries: Toll-Free (800) 876-5445 or Fax (877) 876-9873
Or e-mail: mail@movlic.com

Federal Tax ID# 43-1382264

Public Performance Site License to exhibit Motion Pictures legally within the school building.

TEAR HERE

Movie Licensing USA®

A Division of Swank Motion Pictures, Inc. • Tim Swank, Chairman

PLEASE MAIL THIS PORTION WITH YOUR REMITTANCE TO:

2844 Paysphere Circle
Chicago, IL 60674

Please make check payable to
MOVIE LICENSING USA

SITE LICENSE NUMBER:	164368001
INVOICE NUMBER:	2112736
TOTAL DUE:	\$2,634.00
INVOICE DATE:	10/16/2015

16B.9

Page 1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum,
Instruction and Innovation

AGENDA ITEM: AGREEMENTS WITH SUPPLEMENTAL EDUCATIONAL SERVICES
(SES) PROVIDERS

BACKGROUND INFORMATION:

The Federal Education and Secondary Education Act (ESEA) formerly the No Child Left Behind Act (NCLB) establishes Supplemental Educational Services (SES) be provided to eligible students in schools in the second year and beyond of Program Improvement (PI). Currently, the following schools are in Program Improvement: La Mirada, Ocean View Hills, Sunset, and Willow Schools. Supplemental Educational Services are intended to support eligible students in these schools with one-on-one and small group tutoring in English language arts, mathematics, or science. Sunset School is only eligible to receive Choice transfers not SES which only covers transportation if needed. In order to be eligible for Supplemental Educational Services, students must qualify for free and reduced lunch as well as be among the lowest academically achieving. Instruction will focus on the skills necessary to achieve academic success.

Funding will be provided through Title 1, Part A. The San Ysidro School District Per Pupil Rate is established by the California Department of Education at \$1,003.51. This is the maximum allowable per pupil expenditure for a series of tutoring sessions. The San Ysidro School District anticipates serving an estimated 362 students with Supplemental Educational Services.

RECOMMENDATION:

Approve/Ratify the Supplemental Educational Services Providers Agreements with the agencies (27) listed on the attached document for school year 2015-16 at an estimated total cost of \$364,234.00.

Renewal New Amendment Ratify Other

Business Services Reviewed: past

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$364,234.00

(Amount)

Title I, Part A

(Name of funding source and/or location)

06-00-3010-000-1110-1000-5800-010-061

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
Supplemental Educational Services (SES)

Providers List

List of Supplemental Educational Services (SES) providers serving San Ysidro School District students during the 2015-2016 school year.

1. !!! 1st Choice Android Smart-Phone Tutoring
2. ! # 1 Touch-Screen Tablet Computer Tutoring
3. ! ACE Tutoring Services, Inc.
4. #1 Achieve Academic Excellence
5. #1 Educando con Tablet
6. 1 2 3 MATH
7. 1 iPad Gratis LLC
8. 1 Online Tutoring LLC
9. 1 to 1 Study Buddy Tutoring, Inc.
10. 5 Star Tutors LLC (CA)
11. Accuracy Temporary Services, DBA ATS Project Success
12. Advanced Reading Solutions LLC dba UROK Learning Institute
13. Brainiac Learning
14. Carter Reddy & Associates Inc
15. Club Z! In-Home Tutoring Services, Inc.
16. Datamatics, Inc. DBA Achieve HighPoints
17. Datamatics, Inc. DBA Achieve Reading
18. Future Stars Tutoring Services Center
19. ICES Education, LLC
20. Leading Edge Learning Center, LLC
21. Learn with iPads LLC
22. Oxford Tutoring
23. Professional Tutors of America Inc.
24. Studentnest, Inc. (dba:studentnest.com)
25. Sylvan Learning of Bonita Operated by 40 Acres and A Mind, Inc.
26. Total Education Solutions
27. Tutorial Services

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: ***FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2015-16***

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in settlement of the William's Lawsuit, Districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the County Office of Education.

The synopsis below reports that from July 1, 2015 to September 30, 2015, the District has received no written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William's Complaints for the first quarter, July 1, 2015 to September 30, 2015 of the 2015-2016 school year for submission to the County Office of Education.

Renewal New Amendment Ratify Other

Business Services Reviewed: *JAM*

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Julio Fonseca, Ed.D
Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
J. Arturo Sanchez-Macias, Chief Operating Officer

AGENDA ITEM: DECISIONINSITE, LLC SERVICE AGREEMENT

BACKGROUND INFORMATION:

DecisionInsite is a user friendly web-based system that incorporates enrollment, census, mapping, boundary, new housing development, and student data into one composite system that allows for quick analysis, predictions, and "what-if" scenario projections. In addition, the system integrates with the Eagle Aerial mapping program that the District currently uses. Numerous school districts throughout California are using the system with great success. The DecisionInsite system is helpful with planning and enrollment projections and provides all the functionality and ease of use needed to effectively analyze demographic data and develop enrollment scenarios.

The District would like to renew the service agreement with DecisionInsite, LLC for a 3-year term from 2016 to 2018.

RECOMMENDATION:

Approve the service agreement renewal with DecisionInsite LLC for 3-year term at an annual cost of \$12,568 and an estimated total of \$37,703 over the life of the agreement.

Renewal New Amendment Ratify Other

Business Services Reviewed: *passed*

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

Estimated Total

\$37,703

(Amount)

General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board



Services Agreement

San Ysidro School District

**SERVICES AGREEMENT
BETWEEN**

San Ysidro School District

4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476

AND

DecisionInsite, LLC

101 Pacifica
Suite 380
Irvine, CA 92618
877.204.1392

This Agreement is made by and between San Ysidro School District (hereinafter DISTRICT) and DECISIONINSITE, LLC (hereinafter DECISIONINSITE) with reference to the following:

WHEREAS, DISTRICT requires professional services in community demographic analysis and enrollment projections using data spatialization technology for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning, and

WHEREAS, DecisionInsite has the expertise necessary to properly perform such services, and

WHEREAS, the parties desire to enter into a contract for the provision of such services;

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

SECTION 1 – FEES AND SERVICES OF DecisionInsite

1.1 DECISIONINSITE shall perform the services and provide the information products as specified in this agreement and outlined in Schedule A, which is attached to and made a material part of this agreement. Deliverables to DISTRICT include but are not limited to the provision of 1) certain services and 2) certain access rights to review and manipulate information via DECISIONINSITE's secure web application called the StudentView System. Specific deliverables are listed on Schedule A.

1.2 This contract is for DECISIONINSITE's combined StudentView System access license and its Premier Enrollment Projection package.

1.3 The DECISIONINSITE fee schedule is based upon the 1) DISTRICT'S most recent reported enrollment, 2) the Enrollment Projection Package option outlined in the Proposal for Services and 3) DISTRICT'S intent to have or not have DECISIONINSITE complete residential development research. The following table summarizes the assumptions and terms of this Agreement.

Service Agreement Assumptions		
First Year of Agreement	2016	
Final Year of Agreement	2018	
Agreement Term	3 year	
Product Type	Premier	
Residential Development Impact Research	Requested	

Fee Calculations:	Base Annual Fee	Over Life of Contract
Base Annual Fee	\$10,068	\$30,203
Residential Development Research (Not to Exceed per year)	\$2,500	\$7,500
	\$0	
Total Annual Not to Exceed	\$12,568	\$37,703

Other Services (Billed as needed and only where applicable)		
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1.4 If Residential Development Research is included, DECISIONINSITE begins the research projects each year in late spring and completes all research by September so that the data is available for the fall projection season. Residential Development Research is billed at the rate outlined on Schedule B. DECISIONINSITE only initiates this research when requested by the DISTRICT and each year will seek authorization before commencing. DECISIONINSITE makes every effort to contain residential research within the "not-to-exceed" allocation. If DECISIONINSITE believes it can not complete the task within the allocation, it will consult with the DISTRICT. Under no circumstances will DECISIONINSITE exceed that allocation without prior authorization from the DISTRICT. If the District does not want DECISIONINSITE to conduct the research because the District has the data, a modest fee will be added to cover the integration of those data.

1.5 Custom GIS Technical Services can be provided at client request and according to the following terms. These are one time projects which, once done, persist as long as the DISTRICT is a client. Except where stipulated below, all custom GIS work is billed at the hourly rate for Technical GIS services outlined in the proposal and on Schedule B.

1. Attendance Area Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. If the DISTRICT should require additional changes outside the normal cycle of client updating, it would be considered custom GIS work and the district would be invoiced separately. See detail on **Schedule B**.

2. Custom Map Layers: DISTRICT may request special map layers be digitized and available. These are also custom GIS projects and are invoiced separately. See detail on **Schedule B**.

3. Custom Point Plotting: DISTRICT may request that special features be geocoded so that they can be point-plotted for mapping and analysis. Such projects are invoiced separately. See detail on **Schedule B**.

4. Additional Student Attribute Plotting, Reporting and Analysis: DISTRICT may request that additional attributes can be appended to student data files. This is a custom project. Such projects are invoiced separately. See detail on Schedule B.

SECTION 2 – PERIOD OF PERFORMANCE

2.1 This is a 3 year agreement, commencing on date of board approval as notated on the signature page of this agreement and upon being signed by both parties and shall terminate unless renewed by both parties 36 months from the date the Agreement commences upon completion of all service obligations.

SECTION 3 – OBLIGATIONS OF DISTRICT

3.1 DISTRICT agrees that its employees will cooperate with DECISIONINSITE in the performance of services under this Agreement and will make every reasonable attempt to be available for consultation with DECISIONINSITE.

3.2 DISTRICT shall provide to DECISIONINSITE, at no cost to DECISIONINSITE, for use in providing the services outlined in this Agreement, any data which DISTRICT may have available which are required or requested for providing the services of this Agreement. DISTRICT must download three PDF documents from the DECISIONINSITE public website which outline data requirements that DISTRICT must deliver to DECISIONINSITE. These include the "New Client Data Request Cover Letter", "Appendix A: Instructions for School File, etc". and "Appendix B: Instructions for Student File."
<http://DECISIONINSITE.com/Area-DSystem/DSystem-DataRequests.shtml>

3.3 If DISTRICT chooses to provide residential development research to DECISIONINSITE instead of engaging DECISIONINSITE to conduct the research, then the DISTRICT agrees to provide these data to DECISIONINSITE in the array and format stipulated in the Data Request Instructions and Documents found on the DECISIONINSITE website. Failure to provide the data either in the detail or format specified may result in an additional fee to convert the data and/or to conduct the additional research.
<http://DECIS>

3.4 DISTRICT shall make every reasonable effort to aid DECISIONINSITE in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the compilation of the work outlined in this Agreement. (For example, contacts with appropriate housing developers.) Fees for obtaining such data will be reimbursable to DECISIONINSITE and will be paid by the DISTRICT.

3.5 DISTRICT agrees to appoint a single staff person to fulfill the role of Administrative User (admin user). This person will be responsible to administer access rights to DECISIONINSITE secure server where the DISTRICT'S data will be available. Included in this responsibility is setting up those persons within the DISTRICT that will be granted access rights.

3.6 This AGREEMENT as outlined on Schedule A includes web based access to the secure DECISIONINSITE StudentView System. DISTRICT agrees to abide by the policies for access as outlined in Schedule D.

SECTION 4 – LIMITATIONS

4.1 DECISIONINSITE understands that time is of the essence in completing the work outlined in this AGREEMENT. However, the DISTRICT understands that DECISIONINSITE may be dependent upon the timely delivery of data from third parties and that all tasks may not be completed in the allotted time as may be specified in this AGREEMENT or in the spirit of timely delivery. None-the-less, DECISIONINSITE will make all reasonable efforts to complete all tasks in a timely fashion.

4.2 DISTRICT understands the work performed by DECISIONINSITE is based upon the best information available to DECISIONINSITE at the time of rendering services. DISTRICT also understands that DECISIONINSITE takes great care in identifying and obtaining the most widely recognized and respected data sources for use in serving the DISTRICT but can none-the-less make no warranties for the ultimate accuracy of these information products and the DISTRICT hereby agrees.

SECTION 5 – GENERAL PROVISIONS

5.1 DISTRICT understands that the StudentView System is built upon Google base maps and access to these base maps by the DISTRICT must conform to Google Map requirements. Further some aerial images and census demographic databases that are updated and projected are licensed by DECISIONINSITE from third party vendors and remain the sole intellectual property of these vendors.

5.2 DISTRICT understands that this AGREEMENT extends access rights to the DISTRICT for use only by the DISTRICT and/or anyone assisting the DISTRICT in its normal activities. DISTRICT may not sell, lease or assign the demographic databases, aerial images or the mapping data to any third party except as such would employ the data in the service of the DISTRICT. (For example, an outside planning consultant may use and review the data in fulfilling a planning consultation on behalf of the DISTRICT. But the same consultant may not use, quote, or otherwise refer to the data for any other purpose.)

5.3 DISTRICT agrees to make appropriate attributions to the data source(s) in any written, graphically displayed or orally delivered presentations that include any piece of data, the presentation of the data or the methodologies by which the data is generated that are provided by DECISIONINSITE.

SECTION 6 – TERMINATION

6.1 It is understood and agreed that the DISTRICT may terminate this AGREEMENT for the DISTRICT'S convenience and without cause at any time by giving DECISIONINSITE thirty (30) days written notice of such termination. Promptly upon receipt of written notice from the DISTRICT that this AGREEMENT is terminated, DECISIONINSITE will submit an invoice to the DISTRICT for any outstanding fees including any early termination adjustment per the schedule described in 6.2 and any reimbursable expenses, if actually incurred and in accordance with the approved AGREEMENT, and not reimbursed prior to the date of termination. Upon approval and payment of this invoice by the DISTRICT, the DISTRICT shall be under no further obligation to DECISIONINSITE monetarily or otherwise.

6.2 Early Termination Adjustment: Multi-year agreements are based upon discounts to the single year fee for system and services. Should the district opt for one of the multi-year agreements and then choose to terminate the AGREEMENT per 6.1 above an adjustment will be applied to the final year of service based upon the number of years of the contract that have been completed. The adjustment schedule is provided below.

3 Year Cancellation Schedule	
Years Complete	Adjustment Fee
1	\$2,517
2	\$1,258
3	\$0

SECTION 7 – COMPENSATION

7.1 DECISIONINSITE services and website access rights are based upon the mix of products and services chosen by the DISTRICT. (See Schedule A.)

7.2 Compensation to DECISIONINSITE is determined by the service and product features selected by the DISTRICT and is reflected on Schedule A. For each fiscal year DECISIONINSITE will issue invoices in two stages in accordance with the following:

1. 50% on the initial date of execution of this agreement or at the beginning of DecisionInsite's annual production season in August of each year.
2. 50% Delivery of annual contract obligations to the District.

7.3 Annual fees and payment schedule is as follows. Client will receive an invoice 30 days prior to the due date to insure proper and timely payment.

Schedule of Payments	Total per Year	First Payment	Second Payment
Year 1	\$10,068	\$5,034	\$5,034
Year 2	\$10,068	\$5,034	\$5,034
Year 3	\$10,068	\$5,034	\$5,034

7.4 Residential development research, if requested by the district is invoiced separately from the annual license agreement. Residential development research is invoiced only for time and materials per the fee schedule set forth in Schedule B. Invoicing is not done until the research project is complete and this will typically begin in May and be completed no later than October of each year. As stated earlier, DECISIONINSITE will not invoice beyond the “not to exceed” stated in the Service Agreement Assumptions of Section 1.3. If a research project looks to be larger than either the District or DECISIONINSITE anticipated, DECISIONINSITE will contact the district. It will not proceed further without prior authorization from the district.

7.5 The specific elements available to the DISTRICT are outlined on Schedule A of this AGREEMENT and reflect those features proposed to the DISTRICT in the PROPOSAL FOR SERVICES document submitted to the DISTRICT. The DISTRICT understands that if additional requests for analysis, GIS services or consultation are made beyond that outlined in this Schedule that additional fees shall be charged based upon the rates outlined on Schedule B. Such additional requests would call for a contract addendum from DECISIONINSITE stipulating the specific additions and related fees and to which the DISTRICT would have the right to accept by signing or reject.

SECTION 8 – INDEMNIFICATION

8.1 DECISIONINSITE shall indemnify and hold DISTRICT, its Board members, agents and employees harmless, and will defend DISTRICT, its Board members, agents and employees from any and all liability arising from or related to the performance of this Agreement, including third part legal actions caused by the acts of DECISIONINSITE.

SECTION 9 – OWNERSHIP AND ACCESS TO THE WORK PRODUCT

9.1 DISTRICT understands the delivered products—whether as printed reports and/or digital PDF files or the online web accessible StudentView System—are the result of extensive data integration and computer modeling. The DISTRICT supplies DECISIONINSITE with student and school based data. DECISIONINSITE provides licensed demographic and geographic mapping data. These are all processed through the proprietary StudentView System that includes "location analytic" models and a GIS analytical mapping interface. They are transformed into the deliverable products for use by the DISTRICT. This results in a significant integration of disparate data sources some of which is only licensed to DECISIONINSITE for use with its clients.

9.2 The DISTRICT maintains ownership of all data supplied to DECISIONINSITE as part of the project. The DISTRICT also maintains full access rights to all paper or PDF expressions of reports, maps and other prepared materials in perpetuity as long as abiding by the limitations outlined in 5.1 and 5.2 above.

9.3 The DISTRICT shall have access rights to the web based expression of said reports, maps and other analytical and presentation materials through the StudentView System as long as the contract with DECISIONINSITE is in effect. Upon contract termination, access to the StudentView System will no longer be available. Subsequent access to the StudentView System may be provided by a successor contract if the DISTRICT deems it desirable.

SECTION 10 – CONFIDENTIALITY

10.1 DECISIONINSITE shall not, during or at any time following termination of this Agreement with DISTRICT, disclose or divulge the work product of this Agreement to third parties except when directed to do so by the DISTRICT in response to a valid request pursuant to the California Public Records Act or court order.

10.2 DISTRICT does agree to allow DECISIONINSITE to use some elements of the final product for the purposes of demonstration. At no time shall DECISIONINSITE divulge any data about particular students or families to which it has access during the production either of the product or subsequent to the final creation of the deliverable product. DECISIONINSITE fully understands its obligation to protect the privacy of student level data and any confidential DISTRICT data or its board and staff in its possession at all times.

10.3 DECISIONINSITE shall take every reasonable precaution to protect all student or school data supplied on its computers and information systems.

SECTION 11 – ASSIGNMENT PROHIBITED

11.1 No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

SECTION 12 – AUDIT

12.1 Pursuant to, and in accordance with, the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records and files of DECISIONINSITE, or any subcontractor connected with the performance of this Agreement involved in the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. DECISIONINSITE shall preserve and cause to be preserved such books, records, and files for the audit period.

SECTION 13 – ENTIRE AGREEMENT

13.1 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This AGREEMENT may only be modified in writing and signed by both parties.

13.2 The parties hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives.

San Ysidro School District

DecisionInsite, LLC

Mr. Arturo Macias
Chief Operations Officer
Date _____


Michael B. Regele
President, DECISIONINSITE, LLC
October 21, 2015
Tax ID # 74-3123949

SCHEDULE A: PRODUCT FEATURE LISTS

Premier

Premier is DecisionInsite's flagship package. The Premier package annually integrates the professional development of student enrollment projections with full access to all of the location analytic features of the DI StudentView System. The Premier package is highlighted by these distinctive features.

StudentView Features (Partial List)

Complementary System Training and Support

Location Plot Data and Tools

StudentTraits

Student Files uploadable...

October Enrollment Data Upload

Anytime Student Upload

Student Mailing List Generation

Custom Student Attributes

SchoolTraits

PointTraits

PassengerTraits

Location Analytics Tools

Spatial Query Tools

Report Generator

Measurement Tools

Walking Distance Polygons

Quik Presentation Graphs and Tables

MapMaker Tools

Alternative Google Base Maps

District and School Attendance Boundary Maps

Mapping of SchoolTrait Data

CommunityTraits Theme Maps

Custom Boundary Layers

Map Marking Tools

MySchoolLocator plus Bus Stops Option

Easy Export and Presentations

Single Click to export tables to Excel

Copy and paste tables and graphs into PowerPoint, Excel or

Word for easy presentations

Maps generated to fit PowerPoint

Premier Features (Partial List)

* Two District-wide and School-by-grade Projections annually; one conservative and the other moderate.

* Intra-district (Open Enrollment/School of Choice) and Inter-district enrollment patterns.

* Projections by attendance area

* A Final Executive Report of Findings designed for use with Administrative Staff and Boards.

* Full access to all of the EnrollmentAnalytics functions in the StudentView System

* Full access to the StudentView System's boundary change analysis tools which allow the development

* Full access to all of the unique DecisionInsite efficiency calculators. (See appendix for descriptions

* Full access to all of the community demographic variables that are integrated into the system along with all of the predefined, colorful

* MySchoolLocator plus option of Bus Stops

* School2Community Marketing and Communication Tools

Residential Development Research

This agreement includes the option of Residential Development Research to be conducted by DecisionInsite. The research results will be integrated into the enrollment forecasts and available upon request. Inclusion includes location mapping of expected projects, and full reporting on all proposed residential development projects phased over time.

SCHEDULE B: ADDITIONAL SERVICES AND RATES

Some districts require additional services, such as

- development impact analysis,
- custom GIS technical work or
- facilities planning consulting and support

These items are in addition to the basic contract and are billed according to the type of work and the fee schedules outlined below.

Consulting

In addition to providing the standard Enrollment Projections and the web-based StudentView System, DecisionInsite also offers additional consulting services. Consulting can include:

- Residential Development Research,
- Attendance Boundary Configuration Consulting
- Student Generation Rate Studies

1. Residential Housing Development Research: For districts impacted by housing development, we offer additional research services. Many districts have internal staff that collect and monitor this information. But for those that do not, we offer this as an enhancement to the core service. Having an accurate picture of housing development is critical to good enrollment projections.

2. Boundary Configuration Consulting: While generating multiple attendance boundary reconfigurations is easy with the DI System, some districts prefer to contract for outside consulting services to assist in the generation of multiple scenarios and/or participate in or lead community reconfiguration committee processes. DecisionInsite's professional and experienced team is well qualified to provide these additional services. Fees are assessed on an hourly basis and not-to-exceed amount is set in consultation with the client.

3. Student Generation Rate Studies: Student generation rates will determine how many students are expected out of new housing. Some districts have these already (by housing product type and grade level). For those that do not, we can either use our standard default rates or as an enhancement, DecisionInsite can generate custom student generation rates based upon product type that is anticipated and the current generation of students by similar product type.

4. School Capacity Studies: A School Capacity Study by DecisionInsite generates multiple scenarios that consider alternative impacts of changes in underlying variables such as special use classrooms, class size by grade level, half-day or extended day Kindergarten, number of relocatable classrooms, projected enrollment, spaces for teacher prep time, etc.

Consulting Fee Rates

Consulting is billed according to DecisionInsite consulting rates as outlined below. In all cases, DecisionInsite provides the district with “a not to exceed” amount. Some contracts have development impact written in from the beginning. For others, these services may be appended to the original contract. But all billing is based upon the rates in the following table.

Consultant Billable Rates	Per Hour	
	Presentation	Analysis/Preparation
Senior Consultant	\$250.00	\$150.00
Consultant	\$175.00	\$87.50
GIS Technical Services		\$85.00

Expenses

Expenses are invoiced for actual travel, lodging and materials. For locations beyond one hour a travel time charge is included.

Custom GIS Services

DecisionInsite can easily add and integrate several custom data and analysis tools to a district’s base system. These include:

- Existing Map Layers Changes
- Custom Map Layers
- Additional Student Attributes
- Custom Plotting of People (other than students) or Places (other than schools).

1. Existing Map Layer Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. Generally this is sufficient since changes mid year seldom occur and policy changes on attendance areas seldom happen more often. If such should be required outside the normal cycle of client updating, it would be considered custom GIS work and the district would be billed according to the hourly rate for GIS Technical Services.

2. Custom Map Layers: DISTRICT’S may request the creation of additional Map layers for analysis, print or PowerPoint presentations. Possibilities include:

- Special Assessment Districts
- School or municipal planning areas
- Natural or manmade hazard features such as flood zones, pipelines, or other features which require safety buffer zones
- Board Trustee Areas
- Developer tracts
- District study areas
- Other custom features

DecisionInsite can add these custom map layers to any existing district study. These layers can be activated or deactivated just like school attendance boundaries. Additionally, most custom layers can be queried for enrollment, ethnicity and census updates and projections.

Custom map layers are billed at the GIS Technical Services hourly rate. Upon request, DecisionInsite will provide the district with a project scope proposal based upon the assessed complexity of the project.

Other Services and Fees

Additional Projection Scenarios: DISTRICTS may request additional projection scenarios beyond the standard two (2) per year. DecisionInsite can generate additional projections according to the following fee schedule.

Per additional enrollment projection scenario	Ranges	
	Min	Max
Web posting only, no report	\$500	\$1,000
Web posting plus report	\$1,500	\$2,000

SCHEDULE C: WEB ACCESS POLICIES

Access to DecisionInsite’s secure web server is at the center of the services provided to DISTRICT. Therefore, the following policies should be followed.

Only authorized persons employed by or representing the school district may be granted access. Granting access to any other party is a violation of this AGREEMENT.

No person granted access rights may access and use any part of the site except in the conduct of school district business. Use of any information on other than for district business is a violation of this AGREEMENT.

The Client Access area on the DecisionInsite web site is password protected. Access will be granted according to those granted access by the District administrative user. These can be set up via the District Admin user interface.

There is no limit on the number of users granted to a district. However, only the district may authorize users and DecisionInsite will only add users upon the formal request of the authorized agent of the district. Unless otherwise stipulated, the authorized agent is the person signing the Agreement.

MySchoolLOCATOR

MySchoolLOCATOR will be accessible from the DecisionInsite web site. A link can be set up on the DISTRICT’S own web site as soon as the DISTRICT’S web studies are available. SchoolLOCATOR will remain active as long as the District remains an active client.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH SCHOOL HOUSE FOLDERS

BACKGROUND INFORMATION:

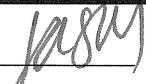
The School House Folders company provides custom-designed homework folder at no cost to schools. Each folder cover features school's logo or information as chosen by each individual school. The folders will contain advertisements from sponsors. School House Folders will not sell a sponsor that is questionable on moral or ethical grounds. The District/School has the right to object to specific types of businesses such as no religious advertisements and nothing that is against California Ed. Code.

The District has requested that the Business Services office preview the folders before print and distribution at any of our school sites. The District feels this is a good offer for our students to receive free customized homework folders. The commitment is a two-year term with the option to extend the agreement.

RECOMMENDATION:

Accept the agreement with School House Folders at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

N/A

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

Production Order - FREE Homework Folders and School Schedule Magnets

School House Folders shall provide custom-designed Homework folders and/or School schedule magnets at NO COST to School (below-signed school). Each folder cover shall feature School's images, logo, or information as chosen by School. School shall provide information or images necessary to design the folder covers within 30 days from the date of this agreement. Otherwise, School House Folders possesses the capacity to create folder cover art on behalf of School, and School may request School House Folders to do so. School places this request by not submitting aforementioned images or information within 30 days.

Approximate Quantity of Free Folders needed annually: _____ Number of Students using folders: _____
 Grade Level using folders: _____

School shall accept delivery of each shipment and make available to their teachers the most recent supply of homework folders. The Term of this agreement is two years commencing upon shipment of the first folders or magnets. During the term of this agreement, School House Folders may arrange for sponsors to appear on the homework folders. It is a condition of this agreement that School House Folders is able to locate sponsors. School House Folders may, at its sole discretion replace existing sponsors with others on an annual basis. All parties to this agreement shall act in good faith towards one another. Any effort by the School or personnel to negatively affect the ability of School House Folders to make sales to sponsors or any effort made by the School or personnel to not honor the terms for this agreement shall be construed as a breach of contract.

School House Folders will not sell a sponsor that is questionable on moral or ethical grounds. The School has the right to object to specific types of businesses. School specifically objects to the following businesses or industry types: _____
 No religious advertisement or anything that is not authorized by California Ed.Code.

All sponsor questions to be directed to:

Name: Chief Operating Officer Phone: (619) 428-4476 x3004 Name: _____ Phone: _____
 Receptionist: Business Services Phone: (619) 428-4476 x3003 Assistant: _____ Phone: _____

This written agreement is a contract. School and contract signatory warrant that they have authority to enter into this contract from the applicable governing body, such a school district or school board. Unless written notice is given to either party at least four months prior to the expiration of any term, this agreement shall automatically renew for additional two-year terms. This contract shall not be canceled during any term. All terms have been integrate into this agreement. Neither party relies on any parol information. The terms of this agreement shall not be waived or modified except by written agreement.

X: Alyssa Thompson
 School House Folders ©

School Name: _____

Date: _____

Cell Phone: _____

Business Phone: (619) 428-4476

Address: 4350 Otay Mesa Road
San Ysidro, CA 92173

Title: Chief Operating Officer

Print Name: J. Arturo Sanchez Macias

Signature X: _____

Special Instruction: No Automatic Renewal

This agreement may be extended an additional two-year term with written authorization by both parties

SYSD Business Office to review folders before printing and distribution to students.

Email Address: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

BACKGROUND INFORMATION:

Under the Federal Water Pollution Control Act ("Clean Water Act"), the United States Environmental Protection Agency has promulgated regulations, known as Phase I and Phase II regulations for permitting storm water discharges; and Phase II regulations require all non-exempt Small MS4s including but not limited to school districts to obtain a National Pollutant Discharge Elimination System Permit. Although the district is not yet designated under the SMS4 Permit, it has determined that it is in their best interest to work towards Small MS4 Permit compliance to align district policies and procedures with the requirements of the Small MS4 Permit.

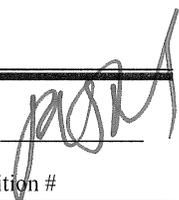
The District is in need of assistance to complete these requirements and be in compliance. The District would like to retain the services of Amec Foster Wheeler Environment & Infrastructure, Inc. to conduct site visits and SWPPP review, employee training for the stormwater compliance program, annual comprehensive facility compliance evaluation and a SMARTS data upload and annual report.

The cost implications for this Professional Services Agreement No. 2015-5025-IRVPSA0051 are indicated on the 2015 Rate Schedule which are subject to 5% annual escalation thereafter.

RECOMMENDATION:

Approve the agreement with Amec Foster Wheeler Environment & Infrastructure, Inc. at an estimated cost of \$5,760 for 2015-16.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)
(Name of funding source and/or location)
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board



Professional Services Agreement No. 2015-5025-IRVPSA0051

PARTIES

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____ 20__, is made by and between **Amec Foster Wheeler Environment & Infrastructure, Inc.**, a Nevada corporation, with an address at **121 Innovation Drive Suite 200, Irvine, CA 92617** ("Amec Foster Wheeler") and **San Ysidro School District**, a _____ CA _____ (State) corporation/limited liability company/partnership (Indicate which), with an address at **4350 Otay Mesa Road San Ysidro, CA 92173** ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Amec Foster Wheeler to provide services in connection with:
To Provide Storm Water Compliance Support

SCOPE OF SERVICES

Amec Foster Wheeler agrees to perform services in accordance with its Proposal as follows:

Amec Foster Wheeler to conduct: a site visit and SWPPP review, employee training for the stormwater compliance program, annual comprehensive facility compliance evaluation, and a SMARTS data upload and annual report.

CLIENT agrees that all services not expressly included are excluded from Amec Foster Wheeler's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

Lump Sum: CLIENT agrees to compensate Amec Foster Wheeler on a firm-fixed price basis in the amount of: \$_____.

Time and materials: CLIENT agrees to compensate Amec Foster Wheeler for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Amec Foster Wheeler's performance be greater than the estimated amount shown below, Amec Foster Wheeler will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: **as referenced in the attached Amec Foster Wheeler Proposal and Bill Rate Schedule**

Other Direct Costs (Reimbursed at cost plus **0%** % mark-up):

Total estimated time and materials cost: **\$5,760**

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Period of performance for this agreement: ____ day of _____ 20__ through ____ day of _____ 20__.

ATTACHMENTS

The listed attachments form part of this Agreement:

- 1. Proposal to Provide Storm Water Consulting Services, dated October 26, 2015
- 2. Amec Foster Wheeler 2015 Bill Rate Schedule

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: AMEC FOSTER WHEELER will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT before the conditions are disturbed. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec

Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Amec Foster Wheeler requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Amec Foster Wheeler by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Amec Foster Wheeler or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THE WORK ORDER WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler's reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler's written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Amec Foster Wheeler under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Amec Foster Wheeler.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Amec Foster Wheeler have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

Amec Foster Wheeler Environment & Infrastructure, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



October 26, 2015

Mr. Victor H. Guzman
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: Proposal to Provide Storm Water Compliance Support

Dear Mr. Victor Guzman:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) has prepared this proposal to provide storm water compliance consulting services for the San Ysidro School District facility (WDID# 9 371017905) located at 4350 Otay Mesa Road in San Ysidro, California. This proposal includes tasks to assist with compliance with the California State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit Number CAS000001 for Discharges of Storm Water Associated with the Industrial General Permit (2014-0057-DWQ or IGP) adopted April 1, 2014 and effective July 1, 2015.

Amec Foster Wheeler is prepared to provide experienced personnel to perform the work and manage the project. Amec Foster Wheeler's proposed project manager is a Trainer of Record under the IGP and our staff manages a school bus maintenance compliance group under the IGP. We understand San Ysidro School District's goals for this work, and we will focus our efforts in ways that allow us to meet your needs in a cost effective and timely manner.

SCOPE OF SERVICES

The Scope of Services for this program is based on the requirements of the IGP. We propose to conduct the effort described in the following five tasks.

Task 1 – Site Visit and SWPPP Review

Amec Foster Wheeler proposes conducting a site visit to review the existing SWPPP and storm water compliance documents. The site visit will include:

- ▶ Inspection of authorized non-storm water discharges, their sources (e.g., fire hydrant flushing, air conditioner condensate, landscape watering and others allowed by the IGP);
- ▶ Inspection of areas for the presence of unauthorized non-storm water discharges;
- ▶ Inspection of outdoor industrial equipment and storage areas, outdoor industrial activity areas, and any other potential sources of industrial pollutants along with the associated Best Management Practices (BMPs);
- ▶ Review of existing storm water sample collection and visual observation points; and
- ▶ Review of the SWPPP and compliance documentation (i.e., monthly observation forms).

Amec Foster Wheeler will provide recommendations for the SWPPP and BMP implementation following the site visit. Based on our preliminary review of the SWPPP, there are required revisions to be compliant with the IGP. For the deliverable and to be cost effective, we anticipate providing redline revisions and comments on the existing SWPPP rather than re-writing the document. We anticipate the Microsoft Word version of the SWPPP and electronic version (i.e. Micro Station or AutoCAD) of the Site Map will be provided to Amec Foster Wheeler to make the revisions.

Task 2 – Employee Training

Amec Foster Wheeler will provide one training seminar to employees who are involved with the implementation of the storm water compliance program. The IGP specifies that employees involved with implementing activities identified in the permit including, but not limited to: BMP implementation, BMP effectiveness evaluations, visual observations, and monitoring activities must receive training. The site specific training will include the following topics:

- ▶ Regulatory background;
- ▶ Current events/trends in storm water regulations;
- ▶ BMP implementation;
- ▶ MIP requirements; and
- ▶ Annual reporting.

The training will be performed by staff that has or will have the Qualified Industrial Storm Water Practitioner (QISP) and/or Trainer of Record (ToR) certifications. A QISP is required to train team members if the discharger enters Level 1 status. Dischargers may enter Level 1 or 2 status if Numeric Action Level (NAL) exceedances occur during a reporting period.

Task 3 – Annual Comprehensive Facility Compliance Evaluation

Amec Foster Wheeler will conduct one Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation). In accordance with the IGP, the evaluation will include:

- Reviewing completed visual observation records, completed inspection records, and sampling and analytical results for the reporting year;
- Visually inspecting areas of industrial activity and potential pollutant sources for evidence of, or potential for, pollutants entering the storm water conveyance system;
- Reviewing and evaluating existing structural and non-structural BMPs for adequacy, implementation status, and maintenance status;
- Evaluating whether additional BMPs are needed; and
- Visually inspecting equipment used to implement the SWPPP (e.g., spill response equipment).

The Annual Evaluation will be documented using an Annual Compliance Evaluation Checklist. Based on the Annual Evaluation finding, a brief memo may accompany the Checklist that provides recommendations regarding BMPs, monitoring, or SWPPP revisions. A copy of the



evaluation results will be transmitted to facility representative electronically within two weeks of completing the Annual Evaluation.

Task 4 – SMARTS Data Upload and Annual Report

The IGP requires the discharger to submit all sampling and analytical results to SMARTS within 30 days of obtaining the results for each sampling event. Amec Foster Wheeler is familiar with the SWRCB’s electronic reporting requirements and will input data for San Ysidro School District staff to review and approve.

We will enter observations from field notes into the SMARTS website for San Ysidro School District staff to review. We will review and incorporate your comments into a final Annual Report and notify your staff when the information is ready for certification. The Annual Report to the SWRCB is due by July 15, 2016 via SMARTS and will require San Ysidro School District’s staff review and certification.

COST AND SCHEDULE

We propose to conduct this effort on a Time and Materials basis for a not to exceed value of \$5,700. We will not exceed the estimated budget without written authorization from San Ysidro School District. Proposed field modifications, along with potential budget impacts, will be communicated to you for your approval prior to implementation. The following table provides a breakdown of the cost estimate.

Category	Hours	Rate	Total
Task 1: Site Visit and SWPPP Preparation			
Senior I Engineer/Scientist	12	\$125.00	\$1500
Associate Engineer/Scientist	1	\$165.00	\$165
GIS/CADD	6	\$100.00	\$600
Project Support	2	\$75.00	\$150
Estimated Vehicle Mileage (IRS Rate)			\$60
		Direct Labor	\$2,475
Task 2: Employee Training			
Senior I Engineer/Scientist	8	\$125.00	\$1000
Estimated Vehicle Mileage (IRS Rate)			\$60
		Direct Labor	\$1,060
Task 4: Annual Comprehensive Facility Compliance Evaluation			
Senior I Engineer/Scientist	6	\$125.00	\$750
Estimated Vehicle Mileage (IRS Rate)			\$60
		Direct Labor	\$810
Task 5: SMARTS Data Upload and Annual Report			
Tech I Engineer/Scientist	10	\$100.00	\$1,000
Senior I Engineer/Scientist	2	\$125.00	\$250
Associate Engineer/Scientist	1	\$165.00	\$165
		Direct Labor	\$1,415
		Total Estimated Cost	\$5,760

Mr. Victor Guzman
San Ysidro School District
October 23, 2015
Page 4



AMEC is prepared to begin this work within one week of authorization.

Amec Foster Wheeler appreciates the opportunity to assist San Ysidro School District on this project. If this proposal is acceptable, please sign one copy of the attached professional services agreement and return it to the address on our letterhead. If you have any questions or concerns regarding this proposal, please do not hesitate to contact either of the undersigned at contact information provided below.

Respectfully submitted,

Amec Foster Wheeler Environment & Infrastructure, Inc.

A handwritten signature in black ink, appearing to read "Brent Smith", written in a cursive style.

Brent Smith, IGP ToR, QISP, CPESC
Associate Scientist
(949) 642-0245
brent.a.smith@amecfw.com

A handwritten signature in black ink, appearing to read "Nathan Schaedler", written in a cursive style.

Nathan Schaedler, PE
Principal Project Manager
(858) 514-6456
nathan.schaedler@amecfw.com

Attachments: Professional Services Agreement No. 2015-5025-IRVPSA0051
Amec Foster Wheeler 2015 Bill Rate Schedule



Amec Foster Wheeler Environment & Infrastructure, Inc.

2015 RATE SCHEDULE

The hourly labor rates set forth below are valid from January 1, 2015 and are subject to 5% annual escalation thereafter.

PROFESSIONAL SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates

<u>CONTRACT ROLE</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Principal	Principal	\$250
Associate Principal	Associate Principal	\$200
Senior Associate	Senior Associate	\$200
Associate Project Manager/Engineer	Associate	\$165
Associate Project Manager/Scientist	Associate	\$165
Senior 2/Engineer	Senior 2	\$165
Senior 2/Scientist	Senior 2	\$165
Senior 1 Programmer	Senior 1	\$150
Senior 1/Engineer/	Senior 1	\$125
Senior 1/Scientist	Senior 1	\$125
Project Controller	Functional Professional 4	\$125
Project Engineer	Technical Professional 3	\$125
Project Scientist	Technical Professional 3	\$125
Technical Writer	Technical Professional 3	\$125
Subcontract Administrator	Technical Professional 3	\$125
Mid Level Staff Engineer	Technical Professional 2	\$115
Mid Level Staff Scientist	Technical Professional 2	\$115
Junior Staff Engineer	Technical Professional 1	\$100
Junior Staff Scientist	Technical Professional 1	\$100
GIS/CADD	GIS/CADD	\$100

TECHNICIAN SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by technicians at the following classifications and associated hourly labor rates.

<u>CONTRACT ROLE</u>	<u>RATE/HOUR</u>	<u>OVERTIME RATE/HOUR</u>
Senior Technician	\$90	\$135
Project Technician	\$85	\$127.5
Mid-Level Technician	\$70	\$105
Junior Technician	\$65	\$97.5



ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by project administrative staff at the following classifications and associated hourly labor rates.

<u>CONTRACT ROLE</u>	<u>RATE/HOUR</u>	<u>OVERTIME RATE/HOUR</u>
Project Support	\$75	\$112.50
Project Administrator	\$75	\$112.50
Word Processor	\$75	\$112.50

OVERTIME

Client agrees to reimburse Amec Foster Wheeler at one and one half times or two times the associated rate/hour for non-exempt staff when Amec Foster Wheeler is required by statute to pay the associated overtime premium. Any request for overtime will be requested and approved by client before costs are incurred.

ESCALATION: CLIENT agrees that hourly labor rates will be escalated 5% annually beginning January 1, 2015

OTHER DIRECT EXPENSES: CLIENT agrees to reimburse Amec Foster Wheeler for all other direct expenses incurred at the following rates, except as otherwise specified by Amec Foster Wheeler in its proposal:

Vehicle Charges	IRS Mileage Rate
Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses	Cost plus 0%
Subcontract Expenses: Supplies or services furnished to Amec Foster Wheeler in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost plus 0%
Direct Expenses: Other expenses in support of project activities	Cost plus 0%
Unit Pricing: Any unit pricing work, such as laboratory analysis, in-house equipment rental, etc. will be quoted separately	Cost plus 0%

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH DOUG'S SCHOOL BUS SAFETY & TRAINING SERVICES

BACKGROUND INFORMATION:

During the year, bus drivers are required to be State certified drivers to keep up with California Highway Patrol regulations. Doug's School Bus Safety & Training Services will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

RECOMMENDATION:

Approve the agreement with Doug's School Bus Safety & Training Services from November 13, 2015 to November 13, 2016 at an estimated total of \$1,075.00.

Renewal New Amendment Ratify Other

Business Services Reviewed: *jae*

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D. Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of November 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Doug's School Bus Safety & Training Services
Company/Consultant

(760) 646-0557
Telephone Number

7077 Amestoy Road, Hesperia, CA 92344
Address

doug_smith@snowlineschools.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: November 13, 2015

To: November 13, 2016

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in **16Bd15** District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Consultant's profession, or that of its consultants.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage.

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	DOUG'S SCHOOL BUS SAFETY & TRAINING SERVICES
Name:	Douglas Smith
Title:	Owner
Address:	7077 Amestoy Road
City/State/Zip code:	Hesperia, CA 92344
Telephone:	(760) 646-0557
Email:	Doug_smith@snowlineschools.com

DISTRICT: San Ysidro School District
 Jose Arturo Sanchez Macias Phone Number (619) 428-4476
 Chief Operating Officer
 4350 Otay Mesa Road
 San Ysidro, CA 92173
 arturo.macias@sbsd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT

DISTRICT

Doug's School Bus Safety & Training Service
Firm Name

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature of Authorized Agent

Signature

Douglas W. Smith, Owner
Print Name, Title

Jose Arturo Sanchez Macias, Chief Operating Officer
Print Name, Title

Date:

11-13-15
Date

(760) 646-0557
Phone Number

11-12-15
Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name	Last 4-digits of SSN or CDL Number
------	------------------------------------

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

Doug’s School Bus Safety & Training Service

Doug’s School Bus Safety & Training Services will provide San Ysidro School District any of the following services at the rates below:

Description	Hourly rate
Classroom instruction by a State Certified Driver Instructor	\$50.00
Behind the wheel training	\$45.00
Record keeping	\$45.00
Pre-trip training	\$40.00
Travel time plus mileage charge @ IRS rate	\$25.00

OPTION NO. 1 – Selected by District

The San Ysidro School District will receive for their fee up to 15 hours of service that may consist of, but not limited to the following services:

- 10 hours of classroom instruction. The class will consist of two – five hour classes on two separate Saturdays. The classroom training will consist of units 2,3,5,6,7,8 & 10 of the California Driver Instructor Manual. All training will be taught by or in the presence of a state certified driver instructor of the appropriate class as required by education code.
- 5 hours of documentation and updating of driver’s records as needed to meet California Highway Patrol regulations.
- As needed phone consultations.
- A fee for travel time and mileage (at IRS rate) is charged and in the total.

Total amount due not to exceed for service: \$1,075.00

Month to month service is available.

All trainings are done on a Saturday or Sunday.

Account must be paid in full within 60 days of invoice date or a \$25.00 late fee may be charged.

APPROVED: DISTRICT: _____ **Date** _____

CONSULTANT: _____ **Date** _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Coordinator

AGENDA ITEM: AMENDMENT TO THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT TO PROVIDE COMPENSATION FOR CONSULTING SERVICES ADDRESSING THE ISSUE OF EARLY CHILDHOOD OBESITY IN SUPPORT OF THE SAN DIEGO COUNTY'S *LIVE WELL, SAN DIEGO!* PROGRAM FOR 2015-2016.

BACKGROUND INFORMATION

On August 13th, the Governing Board approved the agreement with the San Diego County Superintendent of Schools to provide compensation for consulting services addressing the issue of early childhood obesity in support of the San Diego County's *Live Well, San Diego!* Program for 2015-2016.

The Scope of Services is being amended to the original agreement. The mission and efforts of *Live Well, San Diego!* includes the mission and activities of the San Diego County Obesity Initiative (COI). The Early Childhood Programs receiving QPI Grant reimbursements will support *Live Well, San Diego!* by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity by implementing a nutrition and physical activity group three (3) times per week for 1.5 hours each session up to a maximum of forty-eight (48) weeks during July through June.

RECOMMENDATION:

Approve Amendment #1 to the San Diego County Superintendent of Schools Agreement which delineates a revision in the Scope of Work for consulting services addressing the issue of early childhood obesity in support of the San Diego County's *Live Well, San Diego!* Program for 2015-2016.

Renewal New Amendment Ratify Other

Business Services Reviewed:

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$27,984
(Amount)

Preschool & Child Development (QPI)
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

CONTRACT AMENDMENT #1
(Reference to contract #15160378)

San Diego County Superintendent Of Schools
San Diego County Office Of Education

Contractor's Name: SAN YSIDRO SCHOOL DISTRICT

Original Contract Date: 7/1/2015

Original Amount: \$ 27,984

Today's Date: 10/28/15

The Above Referenced Contract Shall Be Amended As Follows:

To revise in Scope of Work. Please see Exhibit A, B and C.

UNLESS SPECIFICALLY AMENDED by this amendment, all terms and conditions of the original contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

San Diego County Superintendent of
Schools

San Ysidro School District

By (Authorized Signature)

By (Authorized Signature)

Lora Duzyk

Name (Type or Print)

Name (Type or Print)

Assistant Superintendent

Title

Title

Date

Date

Federal I.D.#/Social Sec. #

EXHIBIT A
Scope of Work
LIVE WELL SAN DIEGO
Revised October 20, 2015

Goal: Live Well San Diego Intensive Pilot				
TASK	BY WHEN	BY WHOM	EVIDENCE OF COMPLETION	
1	The contractor shall be familiar with the mission and efforts of <i>Live Well, San Diego!</i> which includes the mission and activities of the San Diego County Obesity Initiative (COI). The contractor shall support <i>Live Well, San Diego!</i> by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity. The program shall address the issue of early childhood obesity by educating a network of adults employed by the contractor. The program shall emphasize the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health.	Reports Due on a Quarterly Basis	Participating Staff	Quarterly Narrative Reports
2	The contractor shall implement a nutrition and physical activity group three (3) times per week for 1.5 hours each for forty-eight (48) weeks during July, 2015, through June, 2016. A minimum of 12 participants per group must make a commitment to the program for the year. Any group member who does not have consistent attendance, shall be replaced by a new member. Each group member shall establish target goals for body fat reduction, nutrition and physical activity. Progress shall be tracked on a weekly basis. Quarterly progress reports for each group shall be submitted to SDCOE.	July, 2015- June, 2016	Contractor	Quarterly Narrative Reports Body fat measurements and scaled self reports on fitness level, eating habits, nutritional knowledge, and overall quality of life for each adult participant to include baseline measures and improvement statistics every six months after baseline. Data may be collected through an agency-selected format, including a local or on-line database. These reports to SDCOE must be submitted annually in printed format, and participants must be de-identified. Agencies may choose to use

				<p>QPI Scantron Forms included as Exhibit B in this contract.</p> <p>Annual individual personal narratives that show improvements in participants' own exercise activities, healthy eating patterns and overall healthy lifestyle improvements.</p>
3	<p>The contractor shall monitor targeted preschool classroom activities on an ongoing basis to ensure preschool students are involved in exercise during their preschool program. Contractor shall ensure that participants who teach in a QPI classroom reflect physical activity goal(s) in Quality Improvement Plans (QIP), which will be reviewed and supported by QPI Early Education Specialists.</p>	<p>July, 2015- June, 2016</p>	<p>Contractor</p>	<p>All teachers participating in the Live Well Pilot will include a physical activity integration goal in their Quality Improvement Plans.</p>
4	<p>The contractor shall collect Attendance data on all program participants. This data shall be provided to SDCOE on a quarterly basis. A sample form is included in this contract as Exhibit B, however the contractor may utilize another form of tracking attendance as long as the data is provided on a quarterly basis.</p> <p>Contractor shall provide the sub-contracted physical activity service provider with QPI session ID numbers (from Pinwheel) for participating teachers and instructional assistants assigned to work in QPI sessions. Associated session IDs shall be attached to attendance records for those participants.</p>	<p>Reports due on a quarterly basis. In Quarter 1, the Narrative Reports may substitute for full attendance records and should include a description of the status of the sessions.</p>	<p>Contractor</p>	<p>Quarterly Attendance Records:</p> <ul style="list-style-type: none"> • List of participants in each cohort, matched to their QPI classroom session if applicable • Dates when physical activity sessions were held and number of attendees at each session
5	<p>The contractor shall conduct a Pre and Post-Assessment using the Go NAP SACC Infant & Child Physical Activity Assessment</p>	<p>Pre: by Nov. 30, 2015</p> <p>Post: by May 31, 2016</p>	<p>Contractor</p>	<p>Go NAP SACC Infant & Child Physical Activity Assessments (Exhibit C)</p>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Coordinator

AGENDA ITEM: AMENDMENT #1 TO THE AGREEMENT WITH MICHAEL COTHRINE FOR CONSULTING SERVICES TO ADDRESS THE ISSUE OF EARLY CHILDHOOD OBESITY IN SUPPORT OF THE SAN DIEGO COUNTY *LIVE WELL, SAN DIEGO!* PROGRAM FOR 2015-16 SCHOOL YEAR.

BACKGROUND INFORMATION

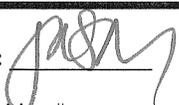
On September 10, 2015, the Governing Board approved the agreement with Michael Cothrine to implement a nutrition and physical activity group three (3) times per week for 1.5 hours each session up to a maximum of forty-eight (48) weeks during July through June. Mr. Michael Cothrine was retained to provide these services to the District's Preschool & Child Development Program staff for 2015-16.

This amendment to the agreement revises the Scope of Work contained in Exhibit A. The cost implication will change from \$28,032 to \$27,984 for the total agreement.

RECOMMENDATION:

Approve the Amendment to the agreement with Michael Cothrine revising the scope of work for the interval fitness training and nutrition consultation, to preschool staff, aligned with the San Diego County *Live Well San Diego!* Program at a cost not to exceed cost \$27,984.00 from the Preschool & Child Development QPI funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

AMENDMENT NO. 1

Professional Services Agreement between
Michael Cothrine and San Ysidro School District

The above reference agreement shall be amended as follows:

- To revise the Scope of Work as reflected on Exhibit A (attached) and the Fee Schedule change from \$28,032 to \$27,984 for school year 2015-16.

UNLESS SPECIFICALLY AMENDED by this amendment, all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

CONSULTANT

COTHRINE TRAINING SERVICES

Firm Name

Signature of Authorized Agent

Michael Cothrine

Print Name, Title

Date:

Phone Number

DISTRICT

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature of Superintendent or Chief Operations Officer

Julio Fonseca, Ed.D., Superintendent

Print Name, Title

Date

Board Approved

AMENDMENT NO. 1

EXHIBIT A
Scope of Work
LIVE WELL SAN DIEGO
 Revised October 20, 2015

Goal: Live Well San Diego Intensive Pilot				
TASK	BY WHEN	BY WHOM	EVIDENCE OF COMPLETION	
1	The contractor shall be familiar with the mission and efforts of <i>Live Well, San Diego!</i> which includes the mission and activities of the San Diego County Obesity Initiative (COI). The contractor shall support <i>Live Well, San Diego!</i> by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity. The program shall address the issue of early childhood obesity by educating a network of adults employed by the contractor. The program shall emphasize the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health.	Reports Due on a Quarterly Basis	Participating Staff	Quarterly Narrative Reports
2	The contractor shall implement a nutrition and physical activity group three (3) times per week for 1.5 hours each for forty-eight (48) weeks during July, 2015, through June, 2016. A minimum of 12 participants per group must make a commitment to the program for the year. Any group member who does not have consistent attendance, shall be replaced by a new member. Each group member shall establish target goals for body fat reduction, nutrition and physical activity. Progress shall be tracked on a weekly basis. Quarterly progress reports for each group shall be submitted to SDCOE.	July, 2015- June, 2016	Contractor	Quarterly Narrative Reports Body fat measurements and scaled self reports on fitness level, eating habits, nutritional knowledge, and overall quality of life for each adult participant to include baseline measures and improvement statistics every six months after baseline. Data may be collected through an agency-selected format, including a local or on-line database. These reports to SDCOE must be submitted annually in printed format, and participants must be de-identified. Agencies may choose to use

				<p>QPI Scantron Forms included as Exhibit B in this contract.</p> <p>Annual individual personal narratives that show improvements in participants' own exercise activities, healthy eating patterns and overall healthy lifestyle improvements.</p>
3	<p>The contractor shall monitor targeted preschool classroom activities on an ongoing basis to ensure preschool students are involved in exercise during their preschool program. Contractor shall ensure that participants who teach in a QPI classroom reflect physical activity goal(s) in Quality Improvement Plans (QIP), which will be reviewed and supported by QPI Early Education Specialists.</p>	<p>July, 2015- June, 2016</p>	<p>Contractor</p>	<p>All teachers participating in the Live Well Pilot will include a physical activity integration goal in their Quality Improvement Plans.</p>
4	<p>The contractor shall collect Attendance data on all program participants. This data shall be provided to SDCOE on a quarterly basis. A sample form is included in this contract as Exhibit B, however the contractor may utilize another form of tracking attendance as long as the data is provided on a quarterly basis.</p> <p>Contractor shall provide the sub-contracted physical activity service provider with QPI session ID numbers (from Pinwheel) for participating teachers and instructional assistants assigned to work in QPI sessions. Associated session IDs shall be attached to attendance records for those participants.</p>	<p>Reports due on a quarterly basis. In Quarter 1, the Narrative Reports may substitute for full attendance records and should include a description of the status of the sessions.</p>	<p>Contractor</p>	<p>Quarterly Attendance Records:</p> <ul style="list-style-type: none"> • List of participants in each cohort, matched to their QPI classroom session if applicable • Dates when physical activity sessions were held and number of attendees at each session
5	<p>The contractor shall conduct a Pre and Post-Assessment using the Go NAP SACC Infant & Child Physical Activity Assessment</p>	<p>Pre: by Nov. 30, 2015</p> <p>Post: by May 31, 2016</p>	<p>Contractor</p>	<p>Go NAP SACC Infant & Child Physical Activity Assessments (Exhibit C)</p>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH AMERESCO INC. FOR PROP 39 CALIFORNIA
CLEAN ENERGY JOBS ACT – ENERGY CONSERVATION SERVICES

BACKGROUND INFORMATION:

On October 22, 2015, the Governing Board approved Ameresco Inc. as the selected firm who will be the single point of contact on Prop 39 related projects and shall be responsible for assisting the District with the development and approval of a Prop 39 Expenditure Plan.

RECOMMENDATION:

Approve the Agreement with Ameresco Inc. for Prop 39 related projects and will assist the District with the development and approval of a Prop 39 Expenditure Plan.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

AMERESCO, INC.

AND THE

SAN YSIDRO SCHOOL DISTRICT

FOR THE

PERFORMANCE OF A

Prop 39 Energy Expenditure Plan

AT ALL DISTRICT SITES

WITHIN THE

SAN YSIDRO SCHOOL DISTRICT

*SECTIONS OF THIS DOCUMENT ARE PROTECTED UNDER THE CALIFORNIA UNIFORM TRADE SECRETS ACT.
REQUESTS FOR THIS DOCUMENT BY A THIRD PARTY ARE SUBJECT TO THE APPROVAL OF
AMERESCO, INC.*

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PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (hereinafter referred to as ("Agreement") is entered into as of this ____ day of November, 2015, (the "Effective Date") by and between Ameresco, Inc., a Delaware corporation – Federal Tax ID# 04-3512838 (hereinafter referred to as the ("Company") and the school district identified as San Ysidro School District, located in San Ysidro, CA, herein after referred to as ("Customer" or "District").

Agreement

The **Company** agrees to develop an Energy Expenditure Plan as described in Attachment A, hereinafter referred to as ("AUDIT"), in accordance with the following terms and conditions:

1. Term of the Agreement

- 1.1 This Agreement will commence on the Effective Date, and shall be in full force through the completion of the program.
- 1.2 If either party willfully neglects or fails to perform any of its obligations under this Agreement, and such failure continues for a period of thirty (30) calendar days after written notice thereof, the other party shall have the right to immediately terminate this Agreement.

2. Services Eligible

All Services to be included under this Agreement are listed in Attachment A.

3. Charges / Payment

- 3.1 Services and associated costs are described herein, and are payable within thirty (30) days of the receipt of an invoice therefore. Any unpaid balance past due for more than thirty (30) days will be subject to a 1.5% finance charge per month from the date the payment was due until paid.
- 3.2 The fee for the Services to be performed (as listed in Attachment A) is not to exceed Twenty-Five Thousand 00/100 Dollars (\$25,000.00). The billing for the services will be due and payable when the delivered Energy Expenditure Plan, (AUDIT) is approved by the Energy Commission, (CEC) and the District's Pro 39 funding is allocated.

4. General

- 4.1 This Agreement is the entire Agreement between the parties and it supersedes all prior agreements and understandings between the parties concerning the subject matter herein. It may be modified only by written agreement signed by duly authorized representatives of each party.

4.2 This Agreement will be governed by the laws of the State of California, and all disputes hereunder will be tried in the appropriate federal or state courts located in San Diego County, California.

5. Limited Warranty and Limitation of Liability

The Company will have no liability or responsibility to the Customer or any other person or entity with respect to any liability, loss or damage caused or alleged to be caused directly or indirectly by the Company or Service provided by the Company, including, but not limited to, any interruption of service, loss of business or anticipatory profits or consequential damages resulting from the use of operation of the Services. In no event will the Company be liable for loss of profits, or any indirect, special, or consequential damages arising out of any breach of this Agreement or any warranty provided herein.

Company does not assume responsibility to the District for the anticipated energy savings projected in the Energy Expenditure Plan if the District selects another firm for the design and implementation of the energy conservation measures or chooses to implement the energy conservation with its own forces.

6. Indemnification

The Company agrees to defend, indemnify, and hold the Customer harmless from any and all liabilities, losses, costs, damages, penalties and any other expenses including reasonable Attorney's fees arising directly or indirectly, either from the Company's acts or omissions or the Company's breach of any obligation imposed by or according to this Agreement. The Company will indemnify and hold the Customer harmless from any obligation, cost, claim, judgment, reasonable Attorney's fees, and attachments arising from, growing out of, or in any way connected with the services rendered to the Customer under the terms of this Agreement.

The Customer agrees to defend, indemnify, and hold the Company harmless from any and all liabilities, losses, costs, damages, penalties and any other expenses including reasonable Attorney's fees arising directly or indirectly, either from the Customer's acts or omissions or the Customer's breach of any obligation imposed by or according to this Agreement.

IN WITNESS THEREOF, the undersigned have executed this Agreement as of the day and year first written above.

AMERESCO, INC.

SAN YSIDRO SCHOOL DISTRICT

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____ Board Approved: _____

Tel: _____

Tel: _____

Email: _____

Email: _____

Attachment A Description of Services

Ameresco, Inc. ("Company") will provide to the San Ysidro School District ("Customer" or "District") a Energy Expenditure Plan, Prop 39 ("AUDIT") of recommended modifications, including pricing and savings analysis, for all sites throughout the District.

The AUDIT will provide the District with a list of financially viable energy solutions and will consist of the following:

- 1) The Energy Expenditure Plan

The Analysis

Company's responsibilities shall include:

- Compile the most recent 24 months of electricity and natural gas cost and usage data;
- Perform site surveys of the facilities to identify electricity and natural gas consuming, and energy management equipment;
- Perform engineering cost analysis identifying when, where, and how electricity and natural gas are being used throughout the facilities;
- Validate the results of the engineering usage analysis against the actual consumption;
- Identify and quantify operational changes that can be implemented that will result in savings;
- Identify technological improvements that can be implemented throughout the facilities to enhance the energy efficiency including the scope of work as well as the estimated cost and savings to implement the recommendations;
- Develop a financial analysis depicting future energy costs both with and without the deployment of recommended energy conservation measures; and
- Compile the results of the analysis in an Energy Expenditure Plan.

Attachment A
Description of Services
(continued)

The Energy Expenditure Plan

Company will provide a complete Energy Expenditure Plan that will contain the following Prop 39 required categories:

- 1) Complete Energy Profile;
 - a. Historical electrical and gas consumption / billing data
 - b. Benchmarking of facilities
- 2) Energy Project Prioritization
 - a. Sequencing of facility improvements
 - b. Detailed energy project identification
- 3) Cost-Effectiveness Determination – Expenditure Plan
 - a. Identifies project cost, savings, and effective useful life
 - b. Savings – to – Investment Ratio (SIR) for each measure
- 4) Job Creation Benefits Calculation
- 5) Financial Analysis
- 6) Funding Sources
- 7) Implementation Plan
- 8) Measurement and Verification Plan

The Energy Audit will include all of the required components in the Energy Expenditure Plan. The following is a brief discussion of each component.

◆ Energy Profile

A thorough understanding of where and how each District facility uses energy is essential to managing energy consumption. A breakdown for each facility will be provided in the report. The breakdown will be segmented by source (i.e., HVAC, lighting, plug loads) and by energy type (electricity, natural gas). This section of the report will include the following:

Consumption Analysis – a detailed overview on a site-by-site basis including:

- 1) Cost-per-square-foot analysis
- 2) Cost-per-student analysis
- 3) Two-year electricity consumption and cost comparison
- 4) Two-year natural gas consumption and cost comparison
- 5) Benchmarking of facilities

Attachment A
Description of Services
(continued)

◆ **Energy Project Prioritization**

In addition to the low and no-cost recommendations to reducing the energy consumption, the report will identify technology-based energy conservation measures that will further aid in reducing the energy usage. Included will be the suggested scope of work by equipment type. Specific areas that will be addressed include the lighting, the heating and cooling systems, the energy management control systems, and photovoltaic systems. The specifications included in this section may be used for modernization planning.

Along with the recommendations, will be the projected cost, savings, potential rebate, and payback for each energy conservation measure. Further, the report will provide a financial analysis that will illustrate the long-term impact of implementing the suggested energy conservation measures.

◆ **Cost-Effectiveness Determination – Expenditure Plan**

Projects must achieve a minimum savings to investment ratio (SIR) of 1.05 to be approved for a Prop 39 award. This section will identify all of the necessary savings, costs, rebates, other financial incentives and grants for the proposed project and will provide the calculations required to meet the SIR formula. ct.

◆ **Job Creation Benefits Calculation**

Total employment affiliated with funded project as well as estimates of new trainees, apprentices, or full-time jobs resulting from the activities associated with this project must be calculated and will be identified in this section of the Audit.

◆ **Financial Analysis**

The fifth section of the report will focus on future energy costs. This section will include forecasts for the District's energy costs as well as financial spreadsheets projecting potential energy costs and savings under different scenarios (i.e., if the District decides to *not* implement any energy-saving measures; if the District decides to implement *some* energy-saving measures; if the District decides to implement *all* of the recommended energy-saving measures).

◆ **Funding Sources**

This section of the report will focus on the identification of funding sources. Funding sources evaluated will include state and federal grants, utility incentives, low interest state loans, and tax exempt loans. Applicable funding sources will be included in the overall financial analysis to accurately depict the true cost impact to the District.

◆ **Implementation Plan**

Company will also include a step-by-step implementation process to help the District to achieve all available savings in the timeliest manner. This process is critical since it can have an impact on available utility rebates and funding.

Attachment A
Description of Services
(continued)

◆ **Measurement and Verification Plan**

A plan will be developed to demonstrate that the recommended retrofits installed in the facilities perform as projected. The M&V plan will utilize the required methodologies described in the International Performance Measurement and Verification Protocol, (IPMVP) 2010.

Company will provide the following deliverables to the District:

- Two (2) Bound hard copies of the Energy Expenditure Plan Report; and
- One (1) Electronic copy of the Energy Expenditure Plan Report

In addition to providing the District an Energy Expenditure Plan, the District can rely on Ameresco Inc. to provide any additional technical/energy analysis required by the Energy Commission to secure approval of your Pro 39 funding plan. SYSD will also be able to utilize this report to make informed decisions about how and when to operate its facilities in the most cost-effective and energy-efficient manner.

Estimated Timeline

The following provides an outline of the time associated with major tasks in the process.

Task	Date / Duration
1. District approves Ameresco Inc., as its Energy Services Company, (ESCO) partner	Oct., 15'
2. Company obtains historical energy data	10 - 14 days
3. Company analyzes historical energy data	7 days
4. Company reviews modernization plans, specs, and as-built drawings	7 days
5. Company develops benchmarking for all district owned facilities	7 days
6. Company conducts site surveys	7 days
7. Company develops a list of all potential energy conservation measures (both low and no-cost as well as technology-based measures)	14 days
8. Company performs cost and savings calculations for potential energy conservation measures	7 days
9. Company prepares short and long-term financial analysis	7 days
10. Company identifies all available funding sources	7 - 10 days
11. Company compiles the results of the field and engineering analysis into the Energy Expenditure Plan Report	5 days
12. Company submits deliverables to the District	(date)*

* Company requires approximately 6 – 10 weeks to complete the Audit. The deliverable date is dependent on when the District returns the signed Agreement to the Company.